

# FEDLINK FY2003 PRICING FOR:

BrightPlanet Corporation  
BP

Scott Saffian  
3500 South Phillips Avenue  
Sioux Falls, SD 57105  
(415)389-1354  
(605)336-2305 fax  
[scott@brightplanet.com](mailto:scott@brightplanet.com)

Please use these FY2003 pricing pages to verify the charges on your invoices. If you have questions about any charges the vendor has invoiced to you, please contact the FEDLINK Fiscal Hotline at **(202) 707-4900** immediately. Send any faxes to **(202) 707-4999** or email to [fliccfo@loc.gov](mailto:fliccfo@loc.gov).

# SOLICITATION, OFFER AND AWARD

-BP-

1. Certified for National Defense under BDSA Reg 2 and/or DMS Reg. 1	RATING N/A	PAGE A-1 OF 88 PAGES
2. <b>BASIC ORDERING AGREEMENT NO.</b> <b>02CSFB70009</b>	3. SOLICITATION NO. RFP S-LC01038	4. TYPE OF SOLICITATION Negotiated (RFP)
5. DATE ISSUED September 21, 2001	6. REQUISITION/PURCHASE NO.	
7. ISSUED BY The Library of Congress Contracts Services - FEDLINK 101 Independence Avenue, SE Washington, DC 20540-9414	8. ADDRESS OFFER TO (If other than Item 7)	

**NOTE:** In sealed bid solicitations, "Offer and offeror" mean "bid and bidder."

## SOLICITATION

9. Sealed offers in original and 3 copies for furnishing the supplies or services in The Schedule will be received at the place specified in Item 8, or if hand carried, in the depository listed in block 7, as long as this solicitation remains open. This date will determined in a subsequent amendment. **CAUTION-LATE** submissions, modifications, and withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Deborah Burroughs	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (202) 707-0460 FAX (202) 707-0485
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## 11. TABLE OF CONTENTS

(√)	Section	Description	Page(s)
	<u>Part I</u>	<u>The Schedule</u>	
X	A.	Solicitation/contract form	A 1-2
X	B.	Supplies or services and prices/costs	B 3-12
X	C.	Description/specifications/work statement	C 13-33
	D.	Packaging and marking	
X	E.	Inspection and acceptance	E 34-34
X	F.	Deliveries or performance	F 35-36
X	G.	Contract administration data	G 37-47
X	H.	Special contract requirements	H 48-50
	<u>Part II</u>	<u>Contract Clauses</u>	
X	I.	Contract clauses	I 51-59
	<u>Part III</u>	<u>List of Documents, Exhibits and Other Attachments</u>	
X	J.	List attachments	J 60-64
	<u>Part IV</u>	<u>Representations and Instructions</u>	
X	K.	Representations, certifications and other statements of offerors	K 65-77
X	L.	Instructions, conditions and notices to offerors	L 78-86
	M.	Evaluation factors for award	

# SOLICITATION, OFFER AND AWARD

**NOTE:** Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 30 calendar days (90 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

**13. DISCOUNT FOR PROMPT PAY** (See Section I, Clause No. 52.232-8)

10 Calendar days none %	20 Calendar days none %	30 Calendar days none %	____ Calendar days none %
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14. **ACKNOWLEDGMENT OF AMENDMENTS** (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated: none)

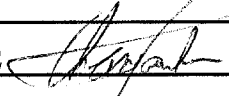
AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15.A NAME AND ADDRESS OF OFFEROR BrightPlanet Corporation 3500 South Phillips Avenue, Suite 201 Sioux Falls, SD 57105		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER Mr. Thane Paulsen, President or Mr. William Shelander, CEO	

Code: Facility:

DUNS NUMBER: 843-512-703

15.B Telephone No. (605) 336-1746

15.C ☐ Check if remittance address is different from above. Enter such address in schedule.

17. SIGNATURE 	18. OFFER DATE: July 19, 2002
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**AWARD** (To be completed by the Government)

19. ACCEPTED AS TO ITEMS NUMBERED LOTS 1 & 4	20. AMOUNT AWARDED TBD by each Delivery Order	21. ACCOUNTING AND APPROPRIATION TBD by each I.A.G.
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**22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION**

☐ 10 U.S.C. 2304(c) ( ) ☒ 41 U.S.C. 253 (c)(1)

**23. SUBMIT INVOICES TO ADDRESS SHOWN IN ITEM Sect. G :**

(4 copies unless otherwise specified)

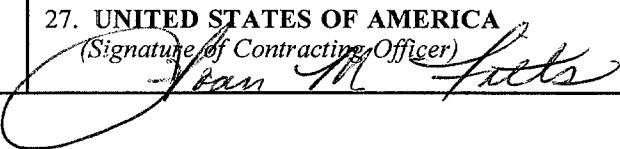
24. ADMINISTERED BY (If other than Item 7)	25. PAYMENT WILL BE MADE BY SEE Section G.
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**26. NAME OF CONTRACTING OFFICER**

(type or print) Joan M. Fitts

**27. UNITED STATES OF AMERICA**

(Signature of Contracting Officer)



28. AWARD DATE August 20, 2002

**IMPORTANT** - Award will be made on this Form or on Standard Form 26, or by other authorized official written notice.

EXCEPTION TO STANDARD FORM 33 (REV. 4/85)

## Section B

### Price List

#### PRICES/COSTS

Prices are firm and not subject to increase for the performance period of this basic ordering agreement (BOA).

FEDLINK customers may sign basic software and database license agreements, however, BOA terms and conditions take precedence. Standard contractor ordering forms are not applicable to FEDLINK users.

Prices, services, terms and conditions found in catalogs or brochures do not apply to the extent that they modify or conflict with the prices, services, terms and conditions of this BOA.

It is hereby certified that the prices provided herein do not include the provisions for the sale, lease, or rental of equipment. The services specified in Section B of this agreement are the only ones that will be provided during the performance period of the award.



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Signature of Certifying Officer

**Price List**

**Item #1 Deep Query Manager** (CLIN 1011)

**Description:** Subscription to the Deep Query Manager online content aggregation gateway maintained by BrightPlanet Corporation. User accesses his/her own secure private workspace via any popular Internet browser with personal User Name and Password identification. Access is available any time. As an online gateway for content aggregation to more than 17,000 unique specialty databases and publications, DQM provides access, search, retrieval, display, and printable content. Profile retrievals are unlimited with respect to usage frequency or numbers of databases accessed. The subscription service allows unlimited usage hours, retrievals, and sharing of content with the account and subject to the Disk Space Storage Limit described below.

- Specifications:**
- 1) Each customer account (each order) assigned a separate system access ID (unique URL address).
  - 2) Each customer account specifies a Permitted Number of users.
  - 3) Each user assigned a unique User Name and Password.
  - 4) User Names and Passwords are not to be shared.

**Annual Subscription Fee:**

If Permitted Number of users on the purchase order is:

3 or fewer:	\$1,300 per user per year
4 to 10:	\$1,200 per user per year
11 to 25:	\$1,050 per user per year
Over 25:	\$940 per user per year

**Disk Space Storage Limit:** 500 megabytes multiplied by the Permitted Number of the account.

An overall limit for the account (all account users added together):

Example A: if 3 users, then 3 users x 500MB = 1,500 MB = Limit

Example B: if 11 users, then 11 users x 500 MB = 5,500 MB = Limit

- 1) Monthly Usage Report will indicate disk space storage used and remaining.
- 2) Notification will be sent to customer when disk space storage used reaches 70%, 80%, and 90% of Disk Space Storage Limit.
- 3) Users may delete old files at any time to reduce disk space used.
- 4) Further access and storage will be denied when disk space storage used reaches the Disk Space Storage Limit.
- 5) Customer may increase the Disk Space Storage Limit at any time by ordering (subscribing) an additional (or increased) Permitted Number of users.

**Training and Customer Support:**

First 2 hours of training per account is free (by telephone conference call).

An additional 2 hours of training at no charge for each set of 10 users (by telephone conference call). Additional training thereafter is \$150 per hour, up to ten users may be on the call.

Item #2 (CLIN 4001, 4101, 4201)

**Customer-specific Configurations:**

**Specific to customer**

Includes customer-specific configurations of the Deep Query Manager service for specialized file groupings (CLIN 4001), access to customer's own files (CLIN 4101), special interfaces (CLIN 4201), or multiple-site installations for a given customer involving one or more of the configurations above that can provide flexibility in special pricing offers to either large volume users or combinations of users. Any customer-specific configuration will be described and negotiated on an individual basis with LC Contracts Services for transfer pay customers or individual agency contracting offices for direct pay customers (subject to LC approval). Although added to the BOA, customer-specific configurations are not automatically made available to all FEDLINK customers. Pricing will be on an "as-delivered" basis and not man-hours.

Item #3 (CLIN 1019)

**Custom Content Aggregation Profile:**

**\$1,000 per profile**

Includes vetted specialty databases and publications, filters, and expert query composition, retrieval schedules, alerts, and initial content aggregation. The custom profile may be used to produce one time retrievals or to automatically generate content and alerts on a scheduled basis on the DQM.

## Section C

### Statement of Work

BrightPlanet Corporation hereby offers the Deep Query Manager, an online gateway for content aggregation to more than 17,000 unique specialty databases and publications. Access is via separate system access ID's assigned to each user. Retrievals may be one time or scheduled profiles to obtain content from multiple databases and publications of the user's choosing. Profile retrievals are unlimited with respect to numbers of sources or frequency accessed. Specialized content databases include relevant domains with particular emphasis on legal, health, financial, news, research, government, intelligence, marketing, competitive intelligence, and technical subjects. The subscription service allows unlimited access, queries, and sharing of results within prescribed remote electronic storage limitations. No other service provides the depth or reach of the content and documents aggregated by the Deep Query Manager.

#### Scope of Work (C.1.2)

Annual subscription to the Deep Query Manager (or "DQM") service provides a gateway for content aggregation to more than 17,000 unique specialty databases and publications. FEDLINK members may create accounts for groups of users each with secure access identification. Users may access DQM for an unlimited number of retrievals and access all DQM databases. The subscription fee is a flat fee for the annual usage. There are no transaction fees. Specialized content sources include relevant domains with particular emphasis on legal, health, financial, news, research, government, intelligence, marketing, competitive intelligence, and technical subjects. The subscription service allows unlimited access, queries, displays, and retrievals within prescribed remote storage limitations. Authorized users within each organizational account can access multiple online databases and publications simultaneously through the Internet. Users efficiently and effectively identify and review published documents relevant to the specific requests of the user. BrightPlanet is responsible for all copyright, licensing and royalty arrangements for distribution of the aggregated content.

#### Customer Support (C.2.1)

Telephone support: (860) 886-6079  
Customer support contact: Mr. Jerry Tardif

#### Documentation

Complete documentation regarding product description and specifications may be viewed and printed from the DQM website:

<http://www.brightplanet.com/FedLink/products/dqm.asp>

In addition, upon initiation of a new customer account, a User Guide describing all functions of the DQM and how to use them are provided with each account. While in use, a pop-up HELP window is also available to assist DQM users at any point.

## Usage Data

Report of usage shall be provided monthly as a Microsoft Excel spreadsheet upon request. Since billing is a flat fee based on the number of authorized users only, the following fields are reported:

BrightPlanet Corporation  
Usage Report for          (month, year)          of **Deep Query Manager**

FEDLINK Member                                  or known as (customer account name)  
FEDLINK ID

User Identification	log in date	log in time	current disk storage (MB)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
Account Total Used			_____
Account Total Unused			_____

## Orders and Delivery (C.2.2)

BrightPlanet may accept orders for DQM covered by the authorized purchase order directly from the customer or from LC. The aggregate of the customer's DQM orders may not exceed the value of the customer's overall purchase order approved.

### (a) General Order Characteristics.

- (1) Order Date. The date of order for DQM is the date the customer places and BrightPlanet accepts the order.
- (2) Order Transmission. BrightPlanet shall accept and confirm orders for DQM within ten days and support cancellation via electronic mail, fax, telephone, and regular mail.
- (3) Ordering Instructions for the Customer. On start-up, BrightPlanet shall provide the customer with instructions on how to place orders as follows:



## ORDERING INSTRUCTIONS

FEDLINK members may call or email BrightPlanet to ask questions regarding items offered, arrange for demonstrations, or to order approved items at the following:

Telephone Contact: (415) 389-1354  
Contact Person: Mr. Scott Saffian

Email Contact: scott@brightplanet.com  
Or amy@brightplanet.com

To order DQM, the member's authorized representative must mail a signed copy of the order to the following address:

BrightPlanet Corporation  
Attention: FEDLINK contact, Amy Faith  
3500 South Phillips Avenue, Suite 201  
Sioux Falls, SD 57105

In addition, the member must provide by mail to the above mailing address or by email to the Email Contact above the following account information:

FEDLINK ID  
Member organization name  
Member contact person  
Member contact phone number  
Member contact email address  
Member contact mailing address  
Number of users authorized  
Names to be assigned for log in of authorized users  
(each log in name to be unique and less than 16 characters in length)  
Email address of each user

Upon receipt of this information, BrightPlanet will send by email a "Confirmation of Account Information" to the member contact person.

Upon acceptance of the order for the DQM, BrightPlanet will establish an "account" for the member usually within three business days.

[End of Ordering Instructions]

### **(b) Online Usage.**

- (1) System Access IDs, User IDs, Passwords. BrightPlanet shall be responsible for issuing and maintaining IDs that are necessary to access DQM. This does not include IDs that may be required by the customer's local system,

telecommunications or Internet provider. Customers' system access IDs will not be billed to the FEDLINK office itself, but shall be associated with individual customers as represented by the customer's four-character FEDLINK ID. BrightPlanet may assign IDs to individual users within a single FEDLINK customer account. BrightPlanet shall issue IDs for new customers or additional users promptly.

- (2) **Canceling IDs.** Upon member request, BrightPlanet shall promptly cancel individual IDs and terminate charges associated with continued service for those IDs. Except when the customer's funding is exhausted, BrightPlanet shall not terminate IDs during the fiscal year without advance notification. Customers may request and cancel ID's in writing addressed to the BrightPlanet contact shown on this contract. Any restrictions on use of IDs issued to the customer shall be mutually agreed by BrightPlanet and customer.

### **Pricing and Discounts (C.2.3)**

**Pricing** BrightPlanet offers annual subscriptions to the DQM content aggregation gateway to FEDLINK members at advantageous pricing. FEDLINK prices are itemized in Section B. DQM is an online content aggregation gateway that allows users to simultaneously access multiple databases, publications, and content sources through the Internet. To provide online Internet access to users from any location, the DQM is operated on remote server(s) maintained by BrightPlanet. Users may access their personal DQM workspace through any popular Internet browser. Consequently, pricing of the DQM is based on two elements:

- 1) **Annual Subscription Fee** A flat fee per User per year. Users may use the DQM as often as desired during the subscribed time period. Each User is assigned a unique user name and password that allows access to a private workspace on the remote server. The password is not to be shared with any other individual or organization.
- 2) **Disk Space Storage Limit** The Limit is calculated upon ordering by the member. The Limit is 500 megabytes multiplied by the Permitted Number of users specified in the order. Since each User stores electronic data on the remote server maintained by BrightPlanet, the customer can monitor or be informed in the monthly Usage Report, how much disk space remains available for additional storage. The Limit applies to the total disk space storage used by all users in the account. Users will have the choice of deleting old data to open disk space for new storage or add disk space by paying for the equivalent of one or more additional users.

**Invoicing.** BrightPlanet will invoice upon the acceptance by BrightPlanet of an approved order placed by the FEDLINK member or from the LC/Contract Services.

**Cancellation and Refunds.** Upon written notification by the customer, BrightPlanet will terminate online access to the DQM at the end of the then current subscription period.

**Discounts.** The pricing for DQM in Section B is simpler and significantly lower than prices offered to commercial customers. For example, commercial customers are charged an initial set up fee that may range from around \$350 to over \$2,000 in addition to fees based on the number

of authorized users. For FEDLINK, BrightPlanet has eliminated the Initial Set Up fee as a separate charge. Instead, the Annual Subscription Fee is the only fee charged.

**Catalog/Price Lists Available to FEDLINK Customers.** BrightPlanet provides a catalog of the products and services available through FEDLINK. The catalog includes BrightPlanet's FEDLINK prices. BrightPlanet shall provide customers with computerized access to its FEDLINK catalog/price list. The FEDLINK catalog may be accessed on the Internet at:

<http://www.brightplanet.com/products/FEDLINK/catalog/>

**Subscription Service Agreement. (C.2.3.B)** BrightPlanet offers the DQM content aggregation gateway service through its subscription service agreement. The subscription term is for a period of one year to the FEDLINK member and covers the Permitted Number of customer accounts. The subscription service agreement is included as *Attachment 1* in Section J of this RFP.

## **LOT 1 - ELECTRONIC DATABASES/PUBLICATIONS (C.3.1)**

**Online (C.3.1.1.a).** BrightPlanet's DQM subscription access gateway provides access, search and retrieval of information from 17,000 specialty databases and other publications on the Internet via pre-defined user profiles and channels. Access to the DQM's interface is controlled through passwords for individual users. Authorized users can search, aggregate, review and retrieve text on-demand, archive documents online and download or print items in a variety of formats. Authorized Users access the DQM through any popular web browser interface by entering a URL dedicated to the customer account; then entering the User's privately assigned User Name and Password. The DQM interface consists of a search page, results page, individual document display pages, and a file management page. Significant advanced functionality is available on each interface page if the User wants to use them. Aggregated content results are presented in a consolidated fully indexed format. Original documents and sources can be accessed with a click or two of the mouse button. Users may redistribute selected results to other users in the customer account at no charge.

A representative listing of the DQM's 17,000 specialty databases and pre-configured content channels is shown in the Scope of Work (C.1.2.) attachment in Volume 2 of this Proposal.

**Current Awareness (C.3.1.1.b).** The DQM may be used to monitor changes to the content of documents from 17,000 (and growing) specialty databases or publications from user-selected content source channels on the Internet. Database and publication source monitoring can be at the individual, associated users or organization-wide basis. For dynamic content, difference reporting within DQM is highly valued because NEW content is clearly separated from unchanged content, modified content, or absent content. The User can specify a standard profile that can be run on a user-specified frequency (e.g., once per week) for updates on any topic or query composed by the user.

**Gateway (C.3.1.1.c).** The DQM is a centralized access point to more than 17,000 unique specialty databases and publications available on the Internet through DQM. Scheduled or real-time use can simultaneously access any subset of the databases and publications available

through DQM. A common language guides all searches, aggregations, and retrievals. Automatic access, search and retrieval may also be scheduled with difference reporting of exceptions or changes from previous profile requests. The gateway thus may be used to monitor changes to the content of publications and postings or changes to the content of retrievals from user-selected content channels on the Internet. All User access and results sharing is password controlled.

**Research Assistance from BrightPlanet Technical Experts (C.3.4.4)** BrightPlanet may provide technical expertise to customers in composing profiles, identifying appropriate groups of source channels (specialty databases or publication sources) and managing content resources and results. These services shall be requested by the customer in writing. BrightPlanet will submit a fixed price proposal that the customer may approve or reject for said services.

Research Assistance and Custom Content Aggregation Profiles support use of the DQM to assist users in effective and efficient research activities.

#### **LOT 4 - CUSTOMER SPECIFIC (SPECIALIZED) ACCESS**

**Customer-specific Configurations (C.3.4.x)** BrightPlanet may provide customer-specific configurations of the Deep Query Manager service for specialized file groupings (CLIN 4001), access to customer's own files (CLIN 4101), special interfaces (CLIN 4201), or multiple-site installations for a given customer involving one or more of the configurations above where flexibility for either large volume users or combinations of users is desired. BrightPlanet will not provide custom database creation, editing or maintenance under this service. Any customer-specific configuration will be described and negotiated on an individual basis.

<b>Document Title:</b> FEDLINK Information Retrieval Services	<b>Document No.:</b> S-LC01038	<b>Page:</b> 13 of 85
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## SECTION C - STATEMENT OF WORK

### C.1. INTRODUCTION

**C.1.1. Background of the FEDLINK Program.** FEDLINK is a nationwide interagency consortia sponsored by the Library of Congress (LC or the Library) through its Federal Library and Information Center Committee (FLICC). FEDLINK offers federal libraries, information centers and other federal activities information retrieval and library support services to help them fulfill their crucial mission of keeping the Government and the nation informed.

Acting as a servicing agency under the Library of Congress Fiscal Operations Improvement Act, P.L. 106-481, Section 103 (2 U.S.C. §§ 182c.), the Library uses its extensive knowledge of the information industry and library operations to establish contractual agreements for commercial library/information products and then makes these agreements available to other federal offices. LC/FEDLINK contractual agreements are established through formal procurement processes that meet the requirements of the FAR.

In FY00 federal offices bought more than \$110 million in commercial off-the-shelf information services through FEDLINK. The program's broad range of contracts includes: access to electronic databases and other publications, document delivery, periodical subscription services, acquisition of print materials from book wholesalers and publishers, cataloging and physical processing of library materials, and membership in bibliographic utilities (for cataloging, resource sharing, interlibrary loan, and reference services.) FEDLINK thus offers its 1,000 participating organizations "one stop shopping" for their information and library support requirements. Agencies with little experience with the information industry can take advantage of LC's expertise and save considerable time and expense in purchasing print and electronic publications and library services.

LC/FEDLINK agreements are available to federal offices in the executive branch (including the armed forces), the legislative branch, the judicial branch, and independent agencies. In addition, contractors to government agencies who are authorized to use federal sources of supply are able to purchase through FEDLINK. Although the contracts meet the standards demanded by librarians and other information professionals, LC/FEDLINK users are not limited to libraries. Legal offices, laboratories and information centers, analysts, scientists and other end-users in federal agencies may acquire their electronic and print publications through FEDLINK.

FEDLINK also provides fiscal support to members of the cooperative. When establishing an interagency agreement (IAG) with LC to use FEDLINK services, the member may choose to transfer funds to LC to pay invoices for services ordered through the IAG. Under this "transfer pay" option, the vendor sends invoices to FEDLINK, where FEDLINK Fiscal Operations (FFO) staff examine them, pay the vendor electronically, and send the member a statement of account with copies of the paid vendor invoices. With transfer pay, the vendor only has to deal with one government financial office and the member is relieved of the invoice processing workload. Alternately, members may choose a direct invoice/payment relationship with vendors. Terms for the transfer pay or direct pay options, information on delivery order/contracts and invoice procedures are described in Section G of this solicitation.

FEDLINK contracting for computer-based services began in 1974 with a delegation of procurement authority (DPA) from the General Services Administration to LC. Both the Office of Management and

<b>Document Title:</b> <b>FEDLINK Information Retrieval Services</b>	<b>Document No.:</b> <b>S-LC01038</b>	<b>Page:</b> <b>14 of 85</b>
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Budget and the General Accounting Office have encouraged the program's development and use by federal agencies. In many ways, FEDLINK's simplified contracting procedures and voluntary cooperative approach anticipated the recent federal procurement reforms. Although a DPA is no longer necessary for the program, the FEDLINK approach retains the benefits that come from centralization and experience.

**C.1.2. Scope of this Procurement.** This solicitation is for acquisition of or access to commercial off-the-shelf (COTS) electronic information resources. The services of book jobbers and serials subscription agents (even those who handle electronic serials and CD-ROM titles) are covered under separate LC/FEDLINK solicitations and are not the subject of this procurement. Products and services purchased under this solicitation shall only be purchased for official Government use. The solicitation is divided into four lots. Vendors must qualify under either Lot 1 or Lot 2 in order to provide services under Lot 3 and/or Lot 4. Briefly, the four lots are:

(a) **Lot 1 - Electronic Databases/Publications.** Lot 1 is the core of this solicitation. It covers publishers and vendors who provide commercial off-the-shelf electronic materials in many publication formats: online database services, newsfeeds and current awareness services, gateway services, electronic serials, and CD-ROM and other fixed electronic media.

(b) **Lot 2 - Document Delivery Services.** Under Lot 2 document suppliers locate, retrieve and deliver copies of published and unpublished materials in response to customers' requests for specific items. Timeliness is a key element of document delivery services. Materials may be supplied in print or electronic form.

(c) **Lot 3 - Vendor Associated Publications.** Lot 3 is only open to vendors who qualify under Lot 1 and/or Lot 2. Under Lot 3, publishers, database vendors, or document suppliers may provide their own associated publications in print, microform or other non-computerized formats.

(d) **Lot 4 - Specialized Access.** Lot 4 is open only to vendors who qualify as electronic database/publications vendors or document delivery suppliers under Lot 1 or Lot 2. Under Lot 4, firms may tailor their electronic publications packages for individual customers. For example, a customer may request that access for the agency be limited to a specific subset of the databases available on a vendor's system, or that the vendor's electronic publications be accessible via the agency's intranet. Vendors may provide database searching, translations, and other research assistance associated only with the electronic information resources they offer under Lot 1 and/or Lot 2. Research assistance shall be priced on a per-item basis, not an hourly basis (e.g., per search, per summary report, per translation, etc.) Lot 4 products/services may be offered at a standard price, or where necessary, may be described and negotiated for individual customers by LC Contracts Services.

This solicitation does not include the following services or products: general or standard computer or telecommunications equipment; furniture or supplies; database development or implementation for customers; or personal services, such as on-site reference/research staff; or military parts inventory databases.

**C.1.3. About this Solicitation.** A glossary of FEDLINK-related terms is included in Section C, the Statement of Work of this solicitation. Procedures for establishing service and handling orders from transfer pay and direct pay customers, invoice requirements, and invoice payment terms are addressed

<b>Document Title:</b> <b>FEDLINK Information Retrieval Services</b>	<b>Document No.:</b> <b>S-LC01038</b>	<b>Page:</b> <b>15 of 85</b>
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in Section G - Contract Administration Data. In this solicitation annual periods reflect the federal fiscal year (October 1 through September 30) unless otherwise noted. All prices shall be in US dollars. Invoices and payments shall be in US dollars.

Detailed directions for the format of proposals are given in Section L - Instructions, Conditions and Notices to Offerors. Through the proposal, the vendor shall demonstrate understanding of the technical requirements of the offered lot(s) and the capability to provide the services offered. Vendors who qualify for the FEDLINK program will be those who demonstrate a thorough understanding of the technical requirements of the electronic information services described herein; who have the required experience and facilities to provide efficient, quality services; and whose prices represent a cost saving to the FEDLINK membership.

## **C.2. REQUIREMENTS APPLICABLE TO ALL LOTS**

**C.2.1. Customer Support Services and Products.** The vendor shall provide customer support services and products described below.

(a) **Telephone Support.** The vendor shall provide telephone support and troubleshooting. (1-800-number or local number)

(b) **Service Representative.** The vendor shall designate an individual who is familiar with the terms of this agreement and the needs of federal libraries and information centers to serve as a contact for FEDLINK customers.

(c) **Documentation.** The vendor shall provide customers with complete user documentation on the content and use of the products/systems offered, e.g. manuals, reference guides, and database descriptions. The vendor shall provide members with a minimum of one set of user documentation - in print or electronic form - at no charge.

(d) **Usage Data.** So that customers may be able to analyze patterns in their usage, vendors shall provide machine readable data about the customer's use of their products/services. Computer-readable usage data is required for vendors whose cumulative government sales through FEDLINK exceed \$100,000. Vendors that are not able to meet this requirement shall submit a written request for a waiver to the LC/FEDLINK contracting officer. Usage data shall be provided on a monthly basis.

(1) **Format.** Usage data may be provided via electronic formats such as, file transfer, e-mail, diskette, tape or application ready format, such as Lotus Notes. To facilitate management analysis, data manipulation, and reporting, the data format should allow for easy import into a standard database management or spreadsheet program. A text description of the format and data structure shall be included with the file.

(2) **Required Fields.** Usage data shall include session-specific data, with the following minimum elements: vendor name; service, files, databases, systems being searched; session date(s), time; FEDLINK ID; system access ID (password, user ID, bill group); session billable units - searches, displays, prints, etc.; session connect time - database, telecommunications; session total charges.



<b>Document Title:</b> FEDLINK Information Retrieval Services	<b>Document No.:</b> S-LC01038	<b>Page:</b> 16 of 85
--	-----------------------------------	--------------------------

(e) **Training.** The vendor may provide training at the customer's site or at vendor facilities. Vendors that offer training shall supply a course descriptions/catalog and a calendar to customers.

(f) **Software.** The vendor may offer software associated with the vendor's system/products. Such software might include specialized software for retrieval, manipulating search results, managing licenses, tracking document delivery, etc., but not standard commercial word processing or dBase software.

(g) **Product Installation.** The vendor may provide services to install electronic publications/databases associated interfaces and fixed media products as requested by the member (e.g. installing databases in LAN, WAN or mainframe environments.) Installation shall be billed as a one time flat fee, not on an hourly basis. **The vendor is not authorized to provide equipment.**

**C.2.2. Orders and Delivery.** This section gives general requirements for ordering and delivery of all products and services covered by this solicitation, in both electronic and physical formats. Note the distinction between "delivery/purchase orders" issued and/or approved by LC Contracting officers and "item orders" placed by individual customers.

After the LC contracting officer has issued a delivery order/contract for a transfer pay customer or has authorized services for a direct pay customer, the vendor may accept orders for individual items/services covered by the authorized delivery/purchase order directly from the customer. Item orders may be for physical products, electronic access, or for other deliverables specified in this solicitation. The aggregate of the customer's item orders may not exceed the value of the customer's overall delivery/purchase order. To illustrate, after LC Contracts Services has issued a delivery order/contract for document delivery service with an authorized funding level of \$1,000, the customer may place orders for individual documents directly with the vendor, and the vendor may fill those orders so long as the aggregate of the customer's orders does not exceed \$1,000 and the period covered by the delivery order/contract has not expired. The Contract Administration Data section of this solicitation (Section G) details the process for establishing service with FEDLINK customers.

**(a) General Order Characteristics.**

(1) **Order Date.** For all products/services covered by this solicitation, the fiscal year of the order is governed by the date LC Contracts Services issues the delivery order/contract to the vendor. For products/services covered by an authorized delivery order/contract, the date of an item order is the date the customer places and the vendor accepts the item order - not the date the vendor requests the material from its supplier, nor the date the product/service is delivered to the customer.

(2) **Item Order Transmission.** The vendor shall accept and confirm item orders within ten days and support item order cancellation via multiple methods of communication, including electronic mail, fax, telephone, and regular mail.

(3) **Ordering Instructions for the Customer.** On start-up, the vendor shall provide the customer with written instructions on how to place orders through the vendor's system(s), along with any access IDs/passwords or forms necessary to place orders.

(4) **Order Placement.** The customer may designate individuals who are authorized to

<b>Document Title:</b> <b>FEDLINK Information Retrieval Services</b>	<b>Document No.:</b> <b>S-LC01038</b>	<b>Page:</b> <b>17 of 85</b>
---	--	---------------------------------

place item orders. In situations where end-users are able to place orders themselves, the vendor is responsible for ensuring that the end-user is covered by the customer's delivery order/contract. Where end-users are able to place orders *through* the vendor's system for goods/services that are actually delivered and billed by a separate company, the vendor shall notify the end-user if a separate arrangement is necessary to receive goods/services from that other company. For example, an online vendor must make it clear to end-users when they need a separate account with a document delivery supplier, or separate passwords to logon to an online service accessible through the vendor's gateway. All orders placed through a vendor shall be billed through that vendor.

**(b) Online Systems/Products.** See also Section F, Deliveries or Performance.

(1) System Access IDs, User IDs, Passwords. The vendor, not the FEDLINK office, shall be responsible for issuing and maintaining IDs that are necessary to access its databases or other electronic publications. This does not include IDs that may be required by the customer's local system, telecommunications or Internet provider. Customers' system access IDs will not be billed to the FEDLINK office itself, but shall be associated with individual customers as represented by the customer's four-character FEDLINK ID. The vendor may assign IDs to individual service users within a single FEDLINK customer account. The vendor shall issue IDs for new customers or additional users promptly.

(2) Canceling IDs. Upon member request, the vendor shall promptly cancel individual IDs and terminate charges associated with continued service for those IDs. Except when the customer's funding is exhausted, the vendor shall not terminate IDs during the fiscal year without advance notification. The vendor shall establish procedures for customers to request and cancel IDs, and identify any restrictions on use of IDs.

(3) Undelivered or Unacceptable Materials. The vendor shall provide a way for customers to "claim" electronic files that are undelivered or unacceptable, such as:

- undelivered current awareness reports or electronic journal issues normally distributed via e-mail;
- files corrupted in transmission; or,
- current awareness reports that do not match profile specifications.

**(c) Physical Items.** The following requirements apply to item orders for fixed media publications, documents, print publications or other physical items covered by this solicitation. See also Section F, Deliveries or Performance.

(1) Fulfillment Time. The vendor shall specify a standard fulfillment time for processing and delivery of all orders, including those shipped directly from the publication/document source to the customer. The vendor shall provide both regular and rush order service. So that customer's funds are not committed indefinitely, all orders shall either be filled or canceled within 120 days.

(2) Backorders. When authorized by the customer, the vendor may treat difficult-to-acquire items as backorders. (see fulfillment time above)

<b>Document Title:</b> <b>FEDLINK Information Retrieval Services</b>	<b>Document No.:</b> <b>S-LC01038</b>	<b>Page:</b> <b>18 of 85</b>
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(3) Cancellation. The vendor shall cancel orders which cannot be filled within the specified time frames, unless upon mutual prior agreement between the customer and the vendor the fulfillment period is extended.

(4) Shipping. Physical items shall be shipped FOB destination by best method as determined by the vendor to insure a timely delivery date. The Government shall not be charged for shipping, except when the customer has authorized a special delivery method. When the customer has authorized delivery via Federal Express, overnight mail, messenger service, registered mail, priority mail for overseas shipments, or other such special delivery methods, the vendor may pass the shipping charge through to the customer. Copies of actual charges shall be required upon request.

(5) Replacing Physically Unsatisfactory Items. The vendor shall replace, at no additional cost to the customer, any document or publication the customer determines is physically unsatisfactory, except when the material is flawed as a direct result of the customer's error. Physically unsatisfactory material would include: an electronic file that cannot be read or printed; a photocopy that is illegible, over-reduced, improperly collated, or incomplete; a print publication that is not new, is in poor condition, etc.

(6) Undelivered Items. The vendor is entirely responsible for materials in transit, including delivery from a remote source. The vendor shall immediately reissue undelivered items less than \$10 in value at no additional cost to the customer, and shall assist customers in tracing undelivered items of greater value.

**C.2.3. Pricing and Discounts.** One of the major purposes of the FEDLINK cooperative is to earn favorable rates for the federal libraries and other offices that use information products by offering vendors:

- centralized access to customers who purchase more than \$60 million in electronic information services annually;
- centralized negotiations for contracts;
- centralized invoicing, payment via electronic funds transfer, 30-day payment turnarounds, and automatic payment of interest penalties when due;
- flexible pricing structures and the ability to offer price incentives to individual customers; and,
- expertise of FEDLINK contracting officers and program staff who are knowledgeable about the information industry and committed to expanding Government's effective use of commercial information resources.

It is important that pricing for electronic resources be clear and understandable, so that FEDLINK members are able to compare similar offerings from different vendors and select the products/services that provide the best value for the government. Section B of this solicitation has contract line item numbers (CLINs) for billable items expressed in units defined by FEDLINK. The vendor shall record its FEDLINK prices in section B, identify how the prices compare to commercial prices, and certify that the offering does not include items excluded from the FEDLINK program. All

<b>Document Title:</b> FEDLINK Information Retrieval Services	<b>Document No.:</b> S-LC01038	<b>Page:</b> 19 of 85
--	-----------------------------------	--------------------------

prices shall be in US dollars. A vendor whose pricing does not fit the CLIN framework shall explain its pricing model in clear terms. Key elements of the FEDLINK CLIN structure are described below.

(a) **Transactional Pricing.** Section B has CLINs for the traditional method of pricing online services - access to the system and usage of its files expressed in hourly units, and search results priced in output units, displays, prints, etc.

(b) **Subscription Pricing.** Subscriptions may be offered for online services and electronic serials as well as for other fixed electronic media and print publications. Vendors shall describe subscriptions in terms of four elements: materials covered, subscriber, level of use of the materials, and subscription period (i.e. what, for whom, how much and for how long). Examples might be:

- an agency purchases an institutional subscription for unlimited usage of all files available on the vendor's database system for a period not to exceed 12 months;
- a group of federal laboratories subscribes to a chemistry-related subset of files available on a system, for 1,000 hours per month for a total of six months, with usage over 1,000 hours per month billed at regular transactional rates;
- a library that subscribes to the print and/or online version of a publication purchases a three-year subscription to a CD-ROM version of the same material to be mounted on the library's LAN; or,
- a service academy subscribes to an electronic journal for its faculty, staff and students, all of whom shall access the journal via the Internet from addresses within the same Internet domain.

(1) **Usage Under a Subscription.** A major purpose of subscription pricing is to make costs predictable for the customer and to earn discounts for advance payment of the subscription price. Therefore, the subscription should cover all aspects of using the electronic database/publication, including access, search, retrieval, display, prints, etc. For online databases/publications, the vendor may assign separate system access IDs for the subscription or may allow customers to use their current system access IDs. Ideally, subscription IDs would only allow usage up to the defined limit (hours, dollar value, etc.) of the subscription; excess use would be blocked, or users would see a notice that further usage would be charged regular transactional price rates. Authorization to use the system in excess of subscription limits, and thus incur additional charges, would be limited; authority to override if funds are available might rest with the librarian, with senior personnel, etc.

(2) **Period.** Subscriptions are ordered at the beginning of the subscription period; the subscription period may cross fiscal years. Subscriptions to online database services shall not exceed 12 months; subscriptions to electronic serials, fixed media and print publications may be for up to 36 months. Subscriptions to CD-ROM, magnetic tape, or diskette publications shall be for annual periods. The vendor shall specify how frequently updates will be issued (monthly, quarterly, etc.) and shall adhere to the established update schedule. The base subscription may be priced separately from updates in subsequent years, back issues or retrospective files.

(3) **Invoicing and Usage Reports.** The vendor may invoice for the entire subscription

<b>Document Title:</b> <b>FEDLINK Information Retrieval Services</b>	<b>Document No.:</b> <b>S-LC01038</b>	<b>Page:</b> <b>20 of 85</b>
---	--	---------------------------------

price when the order is placed, or may invoice on a regular periodic basis. Because subscriptions are prepaid, they should earn significant discounts for the government. Because a customer may have a subscription that covers some usage (for certain users, certain files, etc.) but may pay transactional prices for other usage, it is very important that all usage associated with the subscription be charged to the subscription and reported against it. Subscription invoices shall reflect the fiscal year in which the subscription was ordered. Double charging for usage by deducting from a subscription amount and charging transactional fees is prohibited. For subscriptions to online electronic publications, the vendor shall provide customers with a way to determine how much usage there has been under the subscription.

(4) **Cancellation and Refunds.** When in the interest of the Government a customer finds it necessary to cancel a subscription, a refund is due as described below. The vendor shall refund the entire subscription price to a customer who cancels a subscription before the print issues are received, fixed media publication is installed, or online subscription is accessed. For a customer who cancels an online subscription before it is exhausted, the vendor shall refund any difference between the subscription price and the "open usage value" of the basic FEDLINK rate for the customer's actual usage as of the cancellation date. Thus, for example, a customer who cancels a \$10,000 subscription after using 60 hours worth of a database with a basic FEDLINK rate of \$30 per hour is entitled to a refund of \$8,200 (\$10,000 minus 60 hours @ \$30 per hour.) In no case shall the Government be charged more than the subscription amount authorized on the customer's delivery/purchase order. The vendor is responsible for tracking subscription usage and providing the information necessary to figure refund amounts. Vendor must reimburse customer subscription price, if not used.

(c) **Block Pricing.** The vendor may price in blocks of units of time, units of searches, documents to be delivered, etc. Vendors shall provide customers with a way to determine how much of a block they purchased has been used and how much remains.

(d) **Individual Items, Firm Orders.** Section B contains CLINs for the many electronic information products/services that are purchased on a firm order basis, e.g. CD-ROMs that are not serial publications, vendor search software, documents, print publications, training, etc.

(e) **Customer-Specific Pricing.** The basic prices and discounts for the commercial services covered by Lots 1, 2, and 3 shall be available to all customers. In addition, vendors may offer special prices to individual customers. The specialized electronic publications and research services in Lot 4 may be priced on a fixed price basis, with the same price offered to all customers, and/or may be described and negotiated for individual customers by the contracting officer.

(f) **Discounts.** The potential volume of orders represented by the FEDLINK cooperative and the benefits of centralizing and streamlining procurement and payment activities should be the basis for discounts off regular commercial rates. All prices and discounts shall be submitted to the LC C&L for approval before being incorporated into the BOA and made available to customers. Customers with substantially similar requirements shall be offered the same prices and discounts.

(1) **Basic FEDLINK Discount Rate.** The basic discount for members of the FEDLINK cooperative shall be made available to both transfer pay and direct pay customers on an equal basis.

(2) **Discounts Tied to Other Publications.** Vendors may offer discounts that are

<b>Document Title:</b> <b>FEDLINK Information Retrieval Services</b>	<b>Document No.:</b> <b>S-LC01038</b>	<b>Page:</b> <b>21 of 85</b>
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associated with a customer's purchase of print versions of electronic publications, purchasing multiple copies, etc.

(3) **Volume Discounts for Large Customers.** Vendors may offer additional discounts to individual customers who make large purchases. Vendors may use the volume discount thresholds given in Section B (\$25,000, \$50,000, \$100,000, and \$1,000,000) or may establish other thresholds that shall apply to all large customers.

(4) **Special Discounts.** Vendors may offer introductory, trial-offer or other special incentive discounts for FEDLINK customers. Special discounts may be made available to all FEDLINK customers or may be offered only to customers with particular requirements. Specialized discounts shall be submitted to LC Contracts Services for approval before being incorporated into the BOA and made available.

(g) **Making Catalog/Price Lists Available to Customers.** The vendor shall provide customers with a catalog of the products and services available through FEDLINK. The catalog/listing shall include the vendor's FEDLINK prices. The vendor shall also provide customers with computerized access to its FEDLINK catalog/price list. Such a listing might be available through the vendor's online database system, published on the vendor's website, or through another system maintained by the vendor. A vendor that is unable to post its FEDLINK catalog/prices on a system of its own may provide FEDLINK with a machine-readable version of the Schedule B information from this solicitation. FEDLINK shall then work with the vendor to make the file available to customers through the FLICC/FEDLINK website.

**C.2.4. Licensing.** Vendors frequently have license agreements for their electronic databases/publications and software products. Some licenses are for the vendor's proprietary products; other licenses simply pass-through terms established by the original publisher.

FEDLINK contracting officers shall **not** sign license agreements for the products/services the members acquire through LC/FEDLINK BOAs. The products/services are used in the member agency and the licenses are signed and enforced by the member agency itself. This means that licenses shall be reviewed by the agency's attorneys, contracting officers, or other appropriate officials. Licenses that are ill-suited to federal customers are likely to have difficulty being approved.

Coming to a local understanding on a license agreement causes extra work for both the agency and the vendor and usually causes delay in providing the service to end-users. As a cooperative program, it is important to FEDLINK that members' local officials and vendors are spared the need to negotiate the same license terms over and over again. It is also important that all licenses associated with products/services available through FEDLINK be suitable for federal government customers. Therefore, for this procurement, FEDLINK plans to work closely with vendors to negotiate the model license in Section J that may become part of the contract.

Any inconsistencies between this BOA and the vendor's license terms shall be resolved by order of precedence as stated in FAR 52.215-8. Licenses presented when users logon to a system that instruct the user to "Click here to accept" or otherwise interactively agree to a standard non-FEDLINK license, do not supersede the terms of this agreement and the FEDLINK-specific licenses incorporated herein.

- (a) **Basic License.** To make the license approval process easier for both vendors and federal agencies, FEDLINK has worked with the Library of Congress Office of General Counsel (OGC) to develop a basic license agreement that meets the federal requirements and serves the needs of federal libraries while still respecting the vendor's interests. Counsel and FEDLINK program staff developed the model by reviewing existing commercial licenses for electronic database and publication services and by talking with the vendors and with the federal librarians on the FLICC Information Technology Working Group Licensing Subgroup. Some of the considerations that went into the development of the license and that will be relevant to LC/FEDLINK negotiations are described more fully below.

The basic license is included as *Attachment 1* in Section J of this RFP. The vendor is not required to adopt this basic license in its entirety, but the terms in the basic license may serve as the basis for LC/FEDLINK's analysis and negotiation of licenses offered by the vendor. The vendor may, of course, choose to accept the basic license as its license. At the very least, it is hoped that the basic license will provide the vendor with license language that is likely to be acceptable to federal agency users and counsel (treatment of the *Federal Acquisition Regulation (FAR)* or payment and interest, for example.) Instructions for addressing the basic license in response to this RFP are included in Section L.4.2.

- (b) **Local Negotiations.** Customers and vendors remain free to negotiate licenses separately. Such individual licenses shall only pertain to the customer for whom they were negotiated. Upon request, FEDLINK shall assist vendors and FEDLINK customers in negotiating licenses to be applied in their local environments.
- (c) **License Considerations.** Working with members, FEDLINK has identified common commercial license terms that are likely to be unacceptable to local officials and terms that are impractical for federal agencies to implement. In all cases members need licenses that are clear, easy to understand and easy to apply. To this end, FEDLINK license negotiations shall focus on the three areas described below.

(1) **"Legal Terms."** The first area of concern involves terms that make legal commitments about how the license shall be administered or how disputes over use of the product shall be resolved. Because such terms may easily conflict with federal statutes and FAR clauses, they are scrutinized closely by local officials and are likely to be problematic. For example, agreements which subject the Government to indefinite or potentially unlimited liability contravene the Anti-Deficiency Act. Other examples from these "legal terms" categories include: entire agreement clauses, methods of amending the license, automatic subscription renewal, prompt payment requirements, payment of taxes, contract termination, refunds, choice of law, and indemnification.

FEDLINK requests that vendors adapt their commercial licenses for FEDLINK customers by modifying the relevant clauses, by including a special section for the federal market, or by prefacing the license with language such as the following:

All of the terms and conditions set forth below are governed by the language of the following FAR clauses: FAR 52.227-19, Commercial Computer Software--Restricted Rights; FAR 52.233-1, Disputes; FAR 52.249-2, Termination for the Convenience of the

<b>Document Title:</b> FEDLINK Information Retrieval Services	<b>Document No.:</b> S-LC01038	<b>Page:</b> 23 of 85
--	-----------------------------------	--------------------------

Government (Fixed-Price); FAR 52.249-8, Default (Fixed-Price Supply and Service). In the event any language in the terms and conditions of this license conflict with the governing FAR clauses or other federal law, the FAR clauses and federal law take precedence.

(2) **"Library Terms."** The second focus area, "library terms," involves terms that control how the customer is allowed to access and use the product. From the vendors, members hope for flexible terms that do not impose a heavy burden in managing or monitoring the way the product or service is used. The basic library terms members are concerned about and their preferred approaches and/or general requirements are described below. Other issues may also be negotiated, as necessary.

(A) **Prohibiting installation on networks.** Areas of concern include: requiring that single-user products be installed on standalone workstations, prohibiting installations on wide area networks, and prohibiting dial-up access by authorized users. The modern federal library/information center needs to be able to deliver electronic publications to its agency customers through agency networks.

(B) **Tying access to physical characteristics of the organization or the library.** Areas of concern include: restricting access to a particular building or "site," and limiting access to particular workstation or IP addresses. Federal offices within the same organization are frequently spread across different physical facilities. Agencies' centralized telecommunications facilities often do not provide for workstation-specific connections to external systems. Access schemes based on Internet domains or other ways of defining the customer organization as a whole are preferable to schemes tied to physical factors.

(C) **Calculating the number of users.** Figuring the user base according to the total staffing of the agency, total users of an agency's network, or the total possible number of library patrons tends to overstate the actual use of the publication. Similarly, tying the user base calculation to the number of print or standalone CD-ROM subscriptions maintained doesn't fairly represent the way the agency shall use the electronic publication. Most libraries can fairly project how many people within the library's customer base are likely to use the particular electronic publication. Libraries can figure the number of users likely to be logged onto a product at the same time (variously called "simultaneous" or "concurrent" users). For CD-ROM systems, many members have installed metering software that can limit the number of users to the number specified in the license; online systems can also block access by excess users. Reporting would allow the library to track demand levels.

(d) **Redistribution.** Prohibiting access for contractors or other individuals associated with the agency, and prohibiting redistribution of search results within the customer base is a problem. Individuals legitimately associated with the agency must be able to use the information resources the agency intends to provide for them. Members agree that all usage within the defined customer base shall be consistent with the copyright doctrine of fair use.

(3) **Pricing Terms.** The third area for negotiation involves terms that relate directly to how the product is priced. Members recognize that it is difficult to measure the potential



<b>Document Title:</b> <b>FEDLINK Information Retrieval Services</b>	<b>Document No.:</b> <b>S-LC01038</b>	<b>Page:</b> <b>24 of 85</b>
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"circulation" of an electronic publication, the support it requires, and the impact it has on its print counterpart. Nevertheless, price is a very important factor in a federal library's decision whether to add a particular electronic resource to the agency's collection. Pricing structures must be clear.

### **C.3. SPECIFIC REQUIREMENTS**

**C.3.1. LOT 1 - ELECTRONIC DATABASES/PUBLICATIONS.** This lot covers vendors and producers of commercial off-the-shelf publications that are distributed electronically. These electronic materials come in a variety of publication, record and access formats:

- publication formats: databases, compilations, serials, monographs, etc.;
- record formats: full-text, bibliographic citations, abstracts, directory information, numerical data, images, multi-media, etc.; and,
- physical/access formats: fixed-media formats mounted on the customer's computers, online files mounted on the vendor's computers, or remote system accessed through a gateway.

Vendors of electronic databases/publications typically make materials available by formatting and indexing the data, providing a retrieval language and interface, and distributing the publication online or in fixed-media.

Vendors may be the producer/publisher of the materials or may establish arrangements to distribute other publishers' materials. In such cases, the vendor shall be responsible for all copyright, licensing and royalty arrangements for distribution of the publications. Vendors may offer support services and products associated with their electronic offerings as described in Section C.2. Vendors may establish license agreements for the use of their electronic publications and associated software. Any such licenses shall be developed for FEDLINK customers as described in Section C.2., above. Systems that are available through dial access must be accessible through the Government's telecommunications system as it becomes available in the customer's agency.

#### **C.3.1.1. Online Databases, Current Awareness and Gateways.**

(a) **Online.** Online vendors provide access, search and retrieval of information from databases and other electronic publications installed on a computer at the vendor's facility and made available through the vendor's search interface. The system may be accessed and search results delivered via the Internet/Web, dial-up telecommunications, dedicated lines/ports or newsfeeds. Access is typically controlled through passwords for individual users. Authorized users can search and retrieve text on-demand, view records online and download or print items in a variety of record formats. Online services may be priced by transaction, by subscription or in blocks.

The vendor shall provide a description of its online services that addresses:

- the online databases/publications available - content, coverage, currency, publisher, etc.;

<b>Document Title:</b> <b>FEDLINK Information Retrieval Services</b>	<b>Document No.:</b> <b>S-LC01038</b>	<b>Page:</b> <b>25 of 85</b>
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- how the system is accessed - Internet, Intranet, Web, dial-access, dedicated line, etc.;
- how access is controlled - IP address, passwords, cancellation, reactivation, etc.;
- the search interface; and,
- search results - format, delivery method, redistribution, etc.

**(b) Current Awareness.** Various known as alerts, trackers, SDIs (selective dissemination of information), or table of contents services, current awareness services monitor electronic databases/publications and report items that match a user-specific profile or search strategy. Current awareness search results may be delivered to the user electronically, by fax or in print. Current awareness services may be priced by transaction, by subscription or in blocks.

Profiles may be specific to individuals, groups of associated users, or may be predefined by the vendor. Examples would be: a scientist might establish an alert for research on environmental toxins; an agency may set up a regular search for citations to articles published by its grantees; a librarian might subscribe to table of contents service for journals used by library customers; a vendor might establish a standard profile for updates on legislative or regulatory action on telecommunications reform.

The vendor shall provide a description of its current awareness service that addresses:

- how the profile is established, changed, and terminated;
- what electronic publications shall be searched;
- how the current awareness search is run - frequency, etc.; and,
- how search results are delivered - format, delivery method, frequency, etc.

**(c) Gateways.** Gateway services provide centralized access to multiple online systems by providing a communications link among systems. Gateways may also provide a common interface or command language and centralized administration and billing for use of the remote systems. Systems accessed via the gateway and charges billed through the gateway must fall within the scope of this solicitation. Gateway services may be priced by transaction, by subscription or in blocks.

The vendor shall provide a description of its gateway service that addresses:

- the systems that may be accessed through the vendor's gateway;
- how the user searches in the remote system - interface, command language, etc.;
- how access to the remote system is controlled - passwords, etc;
- what prices shall be charged FEDLINK customers by the remote system; and,
- how activity in the remote system shall be billed by the offeror.

<b>Document Title:</b> <b>FEDLINK Information Retrieval Services</b>	<b>Document No.:</b> <b>S-LC01038</b>	<b>Page:</b> <b>26 of 85</b>
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**C.3.1.2. Electronic Serials.** This section of this solicitation is targeted **ONLY** toward publishers who supply their own electronic serials (e-serials) directly to subscribers or to consortia. Serials agents who handle e-serials along with serials in other formats are covered by different LC/FEDLINK solicitations and agreements and are not the subject of this procurement.

Electronic serials are publications that typically include articles, illustrations, and other materials that appear in an issue of a journal, magazine or other periodical publication. E-serials may be published solely in electronic format or may be electronic versions of traditional print periodicals. E-serials frequently incorporate hyperlinks or multi-media elements. They are usually provided on a subscription basis to a defined group of users within an organization or to a consortium of institutions, as described in Section C.2., above. Subscribers typically receive issues through e-mail, or access them via the Web or other Internet channels. The vendor shall provide for access to an archive or back issues of the e-serial, by maintaining the files centrally or allowing the subscriber to retain an archival copy. License terms for use, redistribution, etc. of e-serials materials shall be developed for FEDLINK customers as described in Section C.2., above.

The vendor shall provide a description of its e-serials that addresses:

- access to the publication - software, communications, passwords, etc.;
- the publication's format, content, coverage, and currency; and,
- subscription features - subscriber base, usage level, period, etc.

**C.3.1.3. Fixed Media Databases - CD-ROM, Magnetic Tape, Diskette.** Fixed media electronic databases/publications shall be physically installed in the customer's facility, either on a standalone workstation or in a networked environment. The software necessary to access fixed media publications shall be provided as part of the product. These publications may be purchased on a firm order, continuation or subscription basis. For publications purchased on subscription, the vendor shall specify procedures for handling regular updates. The vendor shall identify procedures for disposition of materials received under a canceled subscription. The vendor shall identify how a customer who cancels a subscription is to dispose of materials received under the subscription. License terms for use, redistribution, etc. of fixed-media publications shall be developed for FEDLINK customers as described in Section C.2., above.

The vendor shall provide a description of its fixed media publications that addresses:

- how the publication is accessed - software, hardware, network, links to online, etc.;
- the publication's format, content, coverage, and currency; or,
- subscription features - subscriber, period, updates, retention, etc.

## **C.3.2. LOT 2 - DOCUMENT DELIVERY SERVICES**

The document delivery service vendor shall provide machine-readable or print copies of

<b>Document Title:</b> <b>FEDLINK Information Retrieval Services</b>	<b>Document No.:</b> <b>S-LC01038</b>	<b>Page:</b> <b>27 of 85</b>
---	--	---------------------------------

published and unpublished materials in response to specific citation requests. Materials typically include journal and newspaper articles, conference papers and proceedings, annual reports, technical reports, dissertations and theses. Timely delivery of requested materials is a critical component of document delivery services. The vendor shall comply with US copyright law in providing all materials. Interlibrary loan (where return of materials is expected), records management services, or database creation services are **not** appropriate under this solicitation. Refer to Section C.2., above, for general requirements for customer service, ordering, delivery, pricing and licensing.

#### **C.3.2.1 Resources.**

(a) **Source of Documents.** The vendor may retrieve or duplicate documents from internal source files, such as journal issues held in-house in paper or machine readable form, or from external sources, such as the original producer of the item. The vendor may retrieve documents from remote online files in response to specific citation requests from the customer. However, general online or Internet searching at the customer's request is not covered under this lot.

(b) **Public Records Searching.** The vendor may retrieve official legal, financial, or patent documents as requested by the customer. This service shall include identification, acquisition, and delivery of the official document. The vendor shall provide the customer with a statement describing the currency, extent, and completeness of the public record search.

(c) **Catalog of Material and/or Sources.** The vendor shall provide a listing of documents and/or sources available, and shall identify vendor specialties and unique resources available or accessible. The catalog may be in print or electronic format. Vendors whose listing of available documents/sources is in electronic format (e.g., an online database or Internet/Web listing) should describe their catalog in the appropriate section under Lot 1. Prices for access to the electronic catalog, if any, should be given according to the CLINs developed for Lot 1 in Section B of this solicitation.

**C.3.2.2 Ordering.** In addition to the general requirements for orders described in Section C.2, above, the document delivery vendor shall provide the order services described below.

(a) **Order Verification.** The customer shall verify citations before placing document orders. In cases where more complete verification is required, the customer may authorize the vendor to establish the accuracy of the bibliographic component of the citation of a requested item. The vendor may then assess a flat per item fee for verification.

(b) **Copyright Compliance.** All items shall be provided in accordance with the provisions of U.S. Copyright Law.

(1) **Royalty Fees.** The vendor is required to pay all appropriate royalty or copyright royalty fees for the use of the publications provided before the documents are shipped. Such fees may be paid direct to the copyright owner or to a reproduction rights organization. The vendor may pass-through royalty or copyright fees to the customer. The customer shall be notified when a royalty or copyright fee is in excess of \$20.00 and be given the opportunity to cancel the order.

(2) **Copyright Compliance Notice.** To enable the customer to identify items purchased through the document service, items supplied by the vendor shall carry the notice "Document

<b>Document Title:</b> <b>FEDLINK Information Retrieval Services</b>	<b>Document No.:</b> <b>S-LC01038</b>	<b>Page:</b> <b>28 of 85</b>
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Delivery Service Item."

**(c) Order Cancellation.**

(1) By the Customer. The customer may cancel an order after placement but before shipment. In such cases the vendor may assess a flat charge for canceling the order. When the customer cancels an order due to late delivery of the requested item, or unsatisfactory quality of the document, the vendor may not assess a cancellation fee.

(2) By the Vendor. The vendor shall cancel orders which cannot be filled within specified turnaround time. The vendor shall provide the customer with a written notice of the cancellation. The notice shall be supplied within five working days of the date the order is canceled, or within five (5) working days of the date the vendor determines that a timely, quality document cannot be supplied. No cancellation fee may be assessed by the vendor for an order canceled by the vendor or the vendor's agent.

**(d) Management Data/Reports.** To help the customer track and manage its document delivery activity, the vendor may provide document delivery service "usage" data in machine-readable or print format. The data would include:

- identification information: FEDLINK ID, ordering office, ship-to address or ID; and,
- order information - fiscal year and date of the order, item, quantity, list price, discount, service fee, copyright fee, special delivery fee, extended price.

**C.3.2.3 Delivery.** Documents may be delivered electronically, by fax, mail or special delivery. The vendor shall specify regular and rush fulfillment times for processing and delivery of all orders, and shall provide accurate and complete materials of satisfactory quality within those timeframes regardless of the document's point of origin.

**C.3.3. LOT 3 - VENDOR ASSOCIATED PUBLICATIONS**

Vendors and publishers that offer electronic database/publications under Lot 1 may also provide their commercial off-the shelf print, video, microform or multimedia publications. The vendor shall provide a catalog of available publications. Materials shall be ordered and delivered as described in Section C.2., above. Book jobbers and serials agents are covered by separate LC/FEDLINK solicitations and agreements and are not the subject of this procurement.

**C.3.4. LOT 4 - CUSTOMER SPECIFIC (SPECIALIZED) ACCESS.**

Vendors that offer commercial electronic databases/publications or document delivery services under Lot 1 or Lot 2 may also offer individual customers specialized access to those publications and research assistance from subject/technical experts. Customer-specific offerings may be described and negotiated by the contracting office on an individual basis. LC Contracts Services may negotiate on behalf of transfer pay customers and the agency's own contracting office shall negotiate for direct pay customers. Specialized access/service negotiated by direct pay customers' contracting officers may only be made available to the customer after it has been approved by LC C&L and added to the

<b>Document Title:</b> <b>FEDLINK Information Retrieval Services</b>	<b>Document No.:</b> <b>S-LC01038</b>	<b>Page:</b> <b>29 of 85</b>
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LC/FEDLINK BOA (as described in Section G). Although added to the BOA, customer-specific specialized offers need not be made available to all FEDLINK customers.

**C.3.4.1. Specialized File Groupings.** The vendor may offer specialized groupings of its existing online electronic databases/publications. The vendor may establish predefined groupings available to all customers, may have a predefined access and pricing formula for picking and choosing among files, and/or may set up a specific grouping as requested by particular customer. Customer-specific grouping of files may be described and negotiated on an individual basis. The vendor may:

- limit access to the grouping through system programming, e.g. because the customer wants to prevent usage that is not for official purposes; and/or,
- price a specific grouping of files together under a subscription, but allow access to other files priced at transactional rates, e.g. to facilitate users' access to relevant materials on engineering without preventing access to other materials.

**C.3.4.2. Access to the Customer's Own Files.** The vendor may provide access and searching to electronic databases/publications that are created and maintained by the customer and made available through the vendor's system. This does not include custom database creation by the vendor, nor editing or other maintenance of the customer's files by the vendor's personnel. Access and searching of the customer's material may be described and negotiated on an individual basis.

**C.3.4.3. Special Interface.** The vendor may prepare a special interface to its electronic database/publication for a customer. Customer-specific interfaces may be described and negotiated on an individual basis. For example, the vendor may:

- provide an access and search link between a customer's web-based intranet and the vendor's online system;
- develop ways to reformat database search results so that they are accessible in the customer's internal system; or,
- prepare a special menu on the vendor's system for the customer's end-users to see when accessing the special grouping of files established under C.3.4.1.

**C.3.4.4. Research Assistance from Vendor's Subject/Technical Experts.** The vendor may provide subject and technical expertise to customers in searching vendors' own electronic resources, collating search results, and translating materials. Research assistance might include: helping an end-user formulate an efficient search in the vendor's publication; or searching for current research on a topic requested by the customer, collating search results, and preparing a synthesis of findings. These services shall be described on a fixed-price deliverables basis (e.g., per search, per number of resources accesses, per research report) not on an open-ended time and materials basis. These services may be offered to all customers at standard prices established in the BOA. For selected customer requirements, services may be described and negotiated on an individual basis. Under this solicitation, research assistance does not cover on-site personal services such as staffing library reference desks, nor long-term consultant projects.

**C.3.4.5. Compliance with Section 508.** In 1998, Congress amended the Rehabilitation Act to require Federal agencies to make their electronic and information technology accessible to people with

<b>Document Title:</b> <b>FEDLINK Information Retrieval Services</b>	<b>Document No.:</b> <b>S-LC01038</b>	<b>Page:</b> <b>30 of 85</b>
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disabilities. The 1998 legislation provided a timetable (later extended by President Clinton until June 2001) for implementation of Section 508 and established an enforcement procedure. The U.S. Access Board is required to develop access standards as part of the Federal procurement regulations. The General Services Administration (GSA) and the Access Board are directed to provide technical assistance to individuals and Federal agencies concerning the requirements of Section 508.

Under Section 508 (29 U.S.C. §794d), agencies must give disabled employees and members of the public access to this technology that is comparable to the access available to others. The law applies to all Federal agencies when they develop, procure, maintain, or use electronic and information technology. Inaccessible technology interferes with an individual's ability to obtain and use information quickly and easily. Section 508 was enacted to eliminate barriers in information technology, to make available new opportunities for people with disabilities, and to encourage development of technologies that will help achieve these goals.

#### **C.4. GLOSSARY**

**Agency** - See Member.

**Archive** - stored information intended as a permanent record to be referred to at a later time.

**Backfile** - stored electronic file of older, non-current material e.g back issues.

**Block Subscription** - unlimited usage for a specified period of time, units of searches or documents to be delivered.

**Basic Ordering Agreement (BOA)** - procurement vehicle which defines the terms, conditions and pricing for service from vendors. A delivery order/contract or purchase order issued against the BOA, not the BOA itself, is the contract between the customer and the vendor.

**Contract Line Item Number (CLIN)** - numbering scheme used to identify price or cost elements of the statement of work.

**Consortium** - FEDLINK or a group of FEDLINK members acting together to purchase goods or services.

**Commercial off-the-shelf (COTS)** - commercially developed, readily available products and services.

**Compliance with Section 508** - Under Section 508 (29 U.S.C. §794d), agencies must give disabled employees and members of the public access to this technology that is comparable to the access available to others. The law applies to all Federal agencies when they develop, procure, maintain, or use electronic and information technology.

**Delivery order/contract** - order placed by LC Contracts Services with the vendor for goods/services for an authorized FEDLINK transfer pay customer that authorizes service up to the customer's "not to exceed" amount.

**Direct Pay** - the member agency has a direct invoice/payment relationship with vendor. LC authorizes the member to use an LC/FEDLINK BOA and the member's local contracting officer issues purchase

orders via LC/FEDLINK.

**Discounts** - favorable terms for government customers, assuring lower costs for commercial off-the-shelf information services and publications. Vendors are encouraged to offer additional discounts for high volume users, customer-specific incentive discounts for accounts above certain specified thresholds, and any special discount offers.

**Document Delivery Services** - information services that locate, retrieve and deliver published and unpublished materials in response to customers' requests for specific items.

**Delegation of Procurement Authority (DPA)** - General Services Administration issued a DPA to FEDLINK to acquire electronic information resources for member agencies. Under the new procurement rules a DPA is no longer necessary for the FEDLINK program.

**E-serial** - a periodical or serial publication distributed in electronic format.

**Electronic Funds Transfer (EFT)** - beginning FY97 FEDLINK vendors were required to accept electronic payments for goods and services rendered.

**Federal Acquisition Regulation (FAR)** - regulations governing federal contracting. FAR 17.5 - Interagency Acquisitions Under the Economy Act, provides specific guidance on determination requirements, ordering procedures, and payment requirements of interagency services.

**Federal Library and Information Center Committee (FLICC)** - created in 1965 by the joint action of the Library of Congress and the Bureau of the Budget (currently the Office of Management and Budget) to advocate federal library and information center policies and programs, professional development and effective cooperative resource sharing.

**Federal Library and Information Network (FEDLINK)** - the nationwide interagency cooperative contracting consortia sponsored by the Library of Congress and FLICC which provides service contracts for commercial information resources.

**Fixed Media** - electronic publications in CD-ROM, magnetic tape or diskette formats.

**Gateway** - a database service provider that offers centralized access, administration and billing to online database systems run by other vendors.

**Interagency Agreement (IAG)** - establishes the terms of the service relationship between LC/FEDLINK and member agencies. The IAG specifies the period of the agreement, describes the services to be provided, gives the terms for payment and cites the authority for the program.

**Internet** - world wide network of computer networks

**Intranet** - local internal networks through which commercial information services and products may be provided to authorized end-users.

**Lots** - individual sections of the statement of work which describe related but discrete services or products. Vendors must offer information products and services described in lots 1 and/or 2 to be qualified to provide any or all of the services described in the optional lots 3 and 4.



<b>Document Title:</b> FEDLINK Information Retrieval Services	<b>Document No.:</b> S-LC01038	<b>Page:</b> 32 of 85
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**Member** - agencies participating in the FEDLINK program, also known as customers. Members include agencies and individual offices from all branches of the federal government and contractors to federal agencies. A member/customer agency is designated by a unique four-character FEDLINK ID.

**Newsfeeds** - a real time news source.

**Push technology** - a delivery method for electronic information retrieval services.

**Redistribution** - retrieval from current awareness services, document delivery or other electronic information products can be electronically delivered or forwarded to multiple recipients. Copyright royalty fees are assessed and distributed by the information providers.

**Request for Proposal (RFP)** - a solicitation document that contains the narrative description and specifications of the work to be done, contract clauses, terms and conditions under which the work is to be accomplished and supplies and services to be priced, instructions and notices to offerors and evaluation factors for award.

**Revolving Fund** - Intergovernmental revolving fund accounts are expenditure accounts authorized by law to carry out a cycle of intra-governmental business-type operations. They facilitate financing transactions within and between federal agencies and are similar to public enterprise revolving fund accounts except they are credited with offsetting collections primarily from other federal agencies and accounts.

**Selective Dissemination of Information (SDI)** - a current awareness alerting service which automatically searches databases and retrieves updated information based on user-specific profile. SDI is an example of a "push/pull technology" application.

**Statement of Work (SOW)** - the narrative text which defines the scope of the work to be accomplished.

**Subscription Pricing** - a prepayment pricing plan that makes library/information costs predictable. Products/services are described in terms of the materials covered, the subscribers base, the level of use of the materials and the subscription period.

**Telnet** - a program that provides Internet users remote access to computers other than their own host computer.

**Transactional Pricing** - a "pay as you go" pricing plan based on access to the system and usage of its files expressed in hourly units, and search results priced in output units, displays, prints, etc.

**Transfer Pay Option** - FEDLINK members may choose to transfer funds for services to LC and have FEDLINK's accounting service handle the invoices, pay vendors electronically and send monthly statements of account to members.

**Usage Data** - to facilitate management analysis, data manipulation, and reporting vendors shall provide monthly machine readable data about the customer's use of their products/services. Usage data may be provided via file transfer, e-mail, diskette, tape or application ready formats. Required fields are specified in Section C.2.1 d(2).

<b>Document Title:</b> <b>FEDLINK Information Retrieval Services</b>	<b>Document No.:</b> <b>S-LC01038</b>	<b>Page:</b> <b>33 of 85</b>
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Users - a customer agency's current employees, on-site contractors, or library patrons.

## Section E

### Inspection and Acceptance

#### **NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this Section are hereby incorporated by reference:

#### **FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)**

- 52.246-2 INSPECTION OF SUPPLIES - FIXED PRICE (AUG 1996)**
- 52.246-4 INSPECTION OF SERVICES - FIXED PRICE (AUG 1996)**

## Section F

### Performance

#### NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE (F.1)

NOTICE: The following solicitation and/or contract clauses pertinent to this section are hereby incorporated by reference:

#### FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

52.242-15	STOP-WORK ORDER	AUG 1989
52-247-34	F.O.B. DESTINATION	NOV 1991

**PERIOD OF PERFORMANCE (F.1).** The period of performance of this Basic Ordering Agreement shall be from date of award through September 30, 2002 with one option year period available by mutual acceptance.

#### SERVICE DEGRADATION CREDITS (F.3).

##### System Availability (F.3).

(a) If the BrightPlanet's server (including software, files, and telecommunication connections) remains inoperative or inaccessible as a result of a malfunction or limitations in BrightPlanet's system, due to no fault or negligence of the Government or due to no fault external to the system, BrightPlanet shall grant a credit to the Government in accordance with the following table. The "Payment Factor" is applied against the total monthly charge for the DQM Subscription Fee.

Total Downtime Hours (per Month) Not Greater Than	Payment Factor
5.0	100.0%
10.0	90.0%
15.0	82.0%
20.0	75.0%
25.0	68.0%

<b>Total Downtime Hours (per Month) Not Greater Than</b>	<b>Payment Factor</b>
<b>30.0</b>	<b>62.0%</b>
<b>35.0</b>	<b>56.0%</b>
<b>40.0</b>	<b>50.0%</b>
<b>45.0</b>	<b>43.0%</b>
<b>50.0</b>	<b>37.0%</b>
<b>55.0</b>	<b>31.0%</b>
<b>60.0</b>	<b>25.0%</b>
<b>65.0</b>	<b>18.0%</b>
<b>70.0</b>	<b>12.0%</b>
<b>75.0</b>	<b>6.0%</b>
<b>over 80.0</b>	<b>0.0%</b>

(b) Downtime will be measured on a monthly basis as follows:

(1) Where BrightPlanet's system is unavailable to all the customer's users, downtime hours (or fractions thereof) occurring during the period 8:00 A.M. through 12:00 Midnight, Eastern time, Monday through Friday (excluding Federal Government holidays), shall be computed as follows: each hour (or fraction thereof) of actual downtime shall be multiplied by a factor of five (5) to determine the "Total Downtime Hours."

(2) On a daily basis, where any individual user is denied access to BrightPlanet's system when the system is operative (during the required "availability" time), one (1) downtime hour shall be accumulated for each user denied access.

Total down time hours shall be the sum of paragraphs (1) and (2) above.

(c) If a payment factor of 0% to 90% is applied, such payment shall not be construed to be a waiver of any rights the Government may have pursuant to the "Default" clause (see Section I).

## Section G

### Contract Administration

The following abbreviations and acronyms are used in this section and in working with FEDLINK to administer LC/FEDLINK agreements:

BOA	Basic Ordering Agreement	FNO	FEDLINK Network Operations
CBD	Commerce Business Daily	FSD	LC Financial Services Directorate
COTR	Contract Officer's Technical Representative	FY	Fiscal Year
DO	Delivery Order /contract (transfer pay)	IAG	Interagency Agreement
PO	Purchase Order (direct pay)	LC	Library of Congress
FAR	Federal Acquisition Regulation	NTE	Not-to-Exceed
FFO	FEDLINK Fiscal Operations		

#### **Basic Ordering Agreement (G.1.1).**

The contractual vehicle issued as a result of the solicitation shall be the Basic Ordering Agreement (BOA) pursuant to FAR 16.7.

#### **Modification Instructions (G.1.2).**

**(a) Addition of Services and/or Changes to BOA.** For the life of the BOA, BrightPlanet shall offer no products or services other than those specified in this BOA unless specific application is made to LC/ Contracts Services to modify this BOA to incorporate additional services and/or changes. Any new services or changes which are approved by the LC Contracting Officer shall be officially added to the BOA by modification. Requests for approval to modify the BOA shall be submitted to:

The Library of Congress  
Contracts Services, FEDLINK Contracts  
101 Independence Avenue, SE  
Washington, DC 20540-9414

**(b) Constant Pricing and Discount.** BrightPlanet shall maintain constant pricing and discount schedules under this BOA for the period from date of award through September 30 of each fiscal year.

#### **Correspondence with FEDLINK Members (G.1.3).**

Any correspondence, announcements, notification of offering, etc. that reference services offered through the LC/FEDLINK BOA shall be submitted to LC/FEDLINK for approval. Correspondence, prior to release, shall be submitted for approval to:

FEDLINK Fiscal Operations  
ATTN: Vendor Services Coordinator

The Library of Congress  
101 Independence Ave., SE  
Washington, D.C. 20540-4935

#### **Copy of BOA (G.2.4).**

Upon written request of a FEDLINK member or the member's authorized representative, BrightPlanet shall provide a member who uses the DQM with at least one copy of BrightPlanet's current LC/FEDLINK BOA. BOA copies supplied shall be identical to the signed original.

#### **Payment Options (G.2.5).**

(a) **Transfer Pay.** Under the transfer pay option, a member transfers both FEDLINK administrative fees and estimated annual service dollars to LC via the signed IAG. On behalf of the member LC/C&L issues a delivery order to BrightPlanet in the amount specified on the IAG. Upon receipt of the delivery order and a signed DQM Subscription Agreement from the member, BrightPlanet shall provide DQM access to the member and submit the member's invoices to FEDLINK. FEDLINK reviews the invoices, rejects improper ones, and pays acceptable ones from the member's account. FEDLINK sends the member copies of rejected invoices, copies of all paid invoices, and a regular account statement. The member reviews the invoices and reports any irregularities to FEDLINK, who resolves them with BrightPlanet. Transfer pay processes are described in detail below.

(b) **Direct Pay.** Under the direct pay option, a member transfers FEDLINK administrative fees to LC and receives authorization to use an LC/FEDLINK BOA, but does not transfer service dollars to LC. Instead, the member generates a local purchase order made out to BrightPlanet and returns both the signed IAG and the purchase order to LC. When the signed IAG and purchase order are received, LC/Contracts Services generates an authorization to provide service under the LC/FEDLINK BOA and forwards the authorization and the member's purchase order to BrightPlanet. BrightPlanet provides the DQM and invoices the member directly against the local purchase order. Copies of purchase order modifications must also be forwarded to BrightPlanet through LC/Contracts Services. Direct pay processes are described in detail below.

(c) **Vendor Option.** BrightPlanet shall offer the transfer pay option to FEDLINK members. BrightPlanet is not required to make DQM available under the direct pay option.

#### **TRANSFER PAY ACCOUNTS (G.3).**

##### **Initiating Transfer Pay Service (G.3.1).**

(a) **Delivery order.** LC/Contracts Services issues a delivery order to BrightPlanet for each FEDLINK member using BrightPlanet's product in the transfer pay mode under the LC/FEDLINK BOA. LC/Contracts Services may also issue delivery order modifications that reflect amendments to members' IAGs - to change services or adjust funding levels, for example. Upon receipt of the official LC delivery order and a signed Subscription Agreement Agreement from the member, BrightPlanet may initiate the member's access to DQM under the terms of the current BOA. BrightPlanet shall not begin, renew, cancel, or convert to the LC/FEDLINK BOA

any service for any FEDLINK member until a delivery order for that member for that product for the current fiscal year has been received. BrightPlanet shall not provide services to the member in excess of the "not to exceed" (NTE) dollar amount indicated on the original delivery order or as amended by any delivery order modification. The Government is not liable for services or products provided which exceed the NTE dollar amount. Authority to provide DQM use under an LC delivery order expires on September 30, 2002.

**Order Acceptance and Notification.** Within ten working days of receipt of delivery order from LC/Contracts Services and a signed DQM Subscription Agreement from the member, BrightPlanet shall inform FEDLINK Fiscal Operations (FFO) in writing of any account identification or user identification BrightPlanet has assigned to the member. This notification indicates acceptance of the order. Upon accepting the order, BrightPlanet shall contact the member immediately to begin use of DQM. If BrightPlanet refuses to accept an order, the refusal shall be noted on the delivery order and the delivery order returned to LC/Contracts Services within ten days. Member identification shall be sent to:

FEDLINK Fiscal Operations  
Attn: Vendor Services Coordinator  
The Library of Congress  
101 Independence Ave., SE  
Washington, DC 20540-4935

**(c) Member Identification.** FEDLINK assigns a unique four-character FEDLINK ID to each member. After receiving the delivery order, all BrightPlanet correspondence and oral communications with FEDLINK regarding members shall identify the member by the FEDLINK ID and delivery order number for the member as indicated on the delivery order. BrightPlanet may also assign its own account numbers, user IDs or other identifiers to members, but may not use these identifications instead of the FEDLINK ID.

### **General Invoice Instructions (G.3.2).**

An invoice is BrightPlanet's bill or written request for payment under the delivery order for DQM use. BrightPlanet shall prepare invoices and submit them to FFO for review and processing. FFO will forward approved invoices to LC/FSD for payment. All proper invoices (except summary invoices) and all detailed usage reports shall include the information specified below and be formatted as specified below. Invoices that do not meet these specifications are defective and will be returned by the FFO to BrightPlanet without payment. Invoices that exceed the funding level authorized on the delivery order will be rejected for insufficient funds and returned to BrightPlanet without payment. FEDLINK will not make partial payments to accommodate member funding levels. Rejected invoices will be accompanied by a form indicating the reason for rejection. BrightPlanet shall promptly resubmit the invoice when the condition(s) causing the rejection have been corrected.

### **Invoice Information (G.3.3).**

BrightPlanet shall supply the following information on all invoices:



**(a) Invoice Data Elements.**

- (1) BrightPlanet's two-character FEDLINK Service ID: \_\_\_\_\_
  - BrightPlanet Corporation name and address.
  - BrightPlanet representative to whom payment is issued.
  - Contact information for person to be notified in event of defective invoice.
- (2) Member identification:
  - FEDLINK ID
  - Name and address of agency using service
- (3) Order information:
  - Delivery order/contract/modification number
  - Invoice number.
  - Invoice date in mm/dd/yy format.
  - Order date in mm/dd/yy format.
  - Descriptive information sufficient to identify Schedule B item which corresponds to invoiced item.
  - Number of users, account (total users) subscription fee, and Disk Space Storage Limit.

**(b) Invoice Number.** Individual invoices shall have unique numbers.

**(c) Fiscal Year of the Invoice.** An invoice reflects individual items ordered by the customer in accordance with an authorized delivery order. The fiscal year to which an invoice must be charged is governed by the date of the delivery order, not by BrightPlanet's invoice date. Thus, items ordered on September 30th against a current delivery order will be charged to the current fiscal year, even though they may not be delivered and invoiced until after the next fiscal year has begun. Invoices shall be clearly distinguishable from reports of usage. BrightPlanet shall not combine charges from separate fiscal years on a single invoice.

**(d) Discounts.** Discounts earned by individual customers shall be calculated on the individual invoice or institution detail for the FEDLINK member. FFO is not responsible for any recalculations to distribute discounts due individual customers.

**Invoice Types (G.3.4).**

**(a) Individual Invoices.** BrightPlanet shall supply a separate invoice for each FEDLINK customer as represented by a FEDLINK ID. BrightPlanet shall clearly distinguish between an invoice for a payment due from a report of usage.

**(b) Summary Invoices.** BrightPlanet may submit a summary invoice with line items for each FEDLINK customer. Summary invoices must be supported by customer-specific detail that enables FFO to review the charges and confirm the amount due from each customer and enables the customer to confirm that the charges are accurate.

**(c) Usage Detail.** BrightPlanet shall provide detailed information that allows the customer to track use of BrightPlanet's system upon request. This data shall be provided in computer-readable form or in print form, as appropriate. BrightPlanet may provide computer-

readable usage data through Internet file transfer protocol.

**(d) Refunds, Credits or Other Adjustments.** All invoice adjustments for transfer pay customers shall be processed through FFO. FFO shall determine whether a credit to the member's account is acceptable or whether a refund is required. Where credits are acceptable, BrightPlanet shall issue separate credit invoices for all accrued credit on an individual member's account and shall indicate on the credit the information specified above, plus the following: reference to the original invoice number, original order date, description of credit, credit total. Invoice adjustments shall have a unique invoice number; the invoice number of the original invoice being adjusted shall not be re-used.

**(e) Duplicate Invoices.** BrightPlanet shall certify that it has not already received payment for duplicate invoices submitted as replacements for original invoices as follows:

Duplicate Original  
Payment Not Received  
Signed \_\_\_\_\_  
Date \_\_\_\_\_

**(f) Resubmitted Invoices.** BrightPlanet shall promptly resubmit a rejected invoice when the condition(s) causing the rejection have been corrected. BrightPlanet shall resubmit the original invoice and shall clearly identify that the invoice is a resubmission for payment.

#### **Invoice Submission (G.3.5.).**

**(a) Promptness.** BrightPlanet shall invoice FEDLINK promptly after receiving approved delivery orders.

**(b) Frequency.** BrightPlanet shall submit usage reports to FEDLINK on a monthly cycle upon request.

**(c) Sort Order.** BrightPlanet shall deliver invoices and usage reports sorted first by fiscal year, then alphabetically by FEDLINK ID.

**(d) Number of Copies.** For each FEDLINK transfer pay customer, BrightPlanet shall provide FFO not less than one original **and** one copy of each invoice **and** not less than one original and one copy of each detailed usage report (in support of the invoice).

**(e) Physical Format.** Individual invoice sets shall be attached so that all copies and/or pages of the original invoice remain contiguous. If BrightPlanet supplies photocopies of any pages (e.g., to supplement a multi-part invoice), then all invoice photocopies shall be attached to the original invoice.

**(f) Invoice Address.** BrightPlanet shall submit invoices to the following address:

FEDLINK Fiscal Operations  
ATTN: Invoice Processing  
The Library of Congress

**Invoice Review and Payment (G.3.6).**

For purposes of this clause, "invoice payment" means a Government disbursement of monies to BrightPlanet under a contract or other authorization for product or services accepted by the Government. This includes payments for partial deliveries that have been accepted by the Government and final costs or fee payments where amounts owed have been settled between the Government and BrightPlanet. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days. The designated billing office for transfer pay accounts is LC/FEDLINK.

**(a) Return of Improper Invoices.** If the invoice does not comply with requirements herein, then BrightPlanet shall be notified of the defect within 15 days after receipt of the invoice at the designated billing office. Untimely notification by the Government shall be taken into account in the computation of any interest penalty owed BrightPlanet. Rejected invoices shall be accompanied by a form indicating the reason for the rejection and may be resubmitted when the condition(s) causing the rejection is corrected.

**(b) Invoice Adjustments.** The Government may adjust invoices to remove charges not valid and not payable under this BOA, such as line items for excluded services, sales tax, freight charges, and prior month billing. FEDLINK will not make partial payments to accommodate member funding levels.

**(c) Payment Due Date.** The due date for making invoice payments shall be the later of the following two events:

(1) The 30th calendar day after the designated billing office has received a proper invoice from BrightPlanet. If the payment due date falls on a weekend or holiday, payment will be made on the following business day.

(2) The 30th day after Government acceptance of products delivered or services performed by BrightPlanet. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30th day after the date BrightPlanet's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or compliance with contract requirements.

**(d) Electronic Funds Transfer (EFT) (FAR 52.232-34, MAY 1999).** In accordance with the Debt Collection Improvement Act, all FEDLINK payment to vendors shall be made via electronic funds transfer (EFT). BrightPlanet shall complete the "Vendor Survey Form" obtained from LC Contracts Services to provide the information necessary to transmit payments to BrightPlanet's financial institution. Payment shall be considered as being made on the effective date of the EFT.

(e) **Remittance Advice.** FFO shall provide BrightPlanet contact identified in this BOA with a remittance advice that details the invoices for which payment covered by LC/FEDLINK payments. Currently, FFO faxes the remittance advice to BrightPlanet's Accounts Receivable contact a few days before the EFT payment is completed. BrightPlanet should use the remittance advice to update its accounts receivable records.

### **Interest Penalty Payments (G.3.7).**

(a) **Conditions for Interest Payment.** An interest penalty shall be paid automatically by the designated payment office, without request from BrightPlanet, if payment is not made by the due date and the conditions listed in this clause are met, if applicable. Conditions for interest payments are:

- (1) A proper invoice was received by the designated billing office.
- (2) A receiving report or other Government documentation authorizing payment was processed and there was no disagreement over quantity, quality, or compliance with any contract term or condition.
- (3) In the case of final invoice for any balance of funds due BrightPlanet, the amount was not subject to further contract settlement actions between the Government and BrightPlanet.

(b) **Interest Rate.** The interest penalty shall be at the rate established by the Secretary of the Treasury under section 12 of the Contract Disputes Act of 1978 (*41 USC 611*) that is in effect on the day after the due date, except where the interest penalty is prescribed by other governmental authority. This rate is referred to as the "Renegotiation Board Interest Rate," and is published in the *Federal Register* semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the invoice principal payment amount approved by the Government and shall be compounded in 30-day increments through the payment date, with the first 30-day period beginning the first day after the due date. That is, interest accrued at the end of any 30-day period shall be added to the approved invoice principal payment amount and be subject to interest penalties if not paid in the succeeding 30-day period. If the designated billing office failed to notify BrightPlanet of a defective invoice within the periods prescribed above, then the due date on the corrected invoice shall be adjusted by subtracting from that date the number of days taken beyond the prescribed notification of defects period, as set out below. Any interest penalty owed BrightPlanet shall be based on the adjusted due date. Adjustments shall be made by the designated payment office for errors in calculating interest penalties, if requested by BrightPlanet.

(c) **Acceptance for Interest Purposes.** For the sole purpose of computing an interest penalty that might be due BrightPlanet, Government acceptance shall be deemed to have occurred constructively on the 15th day (unless otherwise specified in the agreement) after BrightPlanet delivered the product or performed the services in accordance with the terms and conditions of the agreement, unless there is a disagreement over quantity, quality, or compliance with a contract provision. In the event that actual acceptance occurs within the constructive acceptance period, the determination of an interest penalty shall be based on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to

accept products or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

**(d) Periods Not Subject to Interest.** The following periods of time shall not be included in the determination of an interest penalty:

- (1) The period taken to notify BrightPlanet of defects in invoices submitted to the Government, but this shall not exceed 15 days.
- (2) The period between the defects notice and resubmission of the corrected invoice by BrightPlanet.
- (3) For incorrect EFT information, in accordance with the EFT clause of this agreement.
- (4) Interest penalties shall not continue to accrue after the filing of a claim for such penalties under the FAR clause at 52.233-1, Disputes, or for more than one year. Interest penalties of less than \$1.00 need not be paid.
- (5) Interest penalties are not required on payment delays due to disagreement between the Government and BrightPlanet over the payment amount or other issues involving contract compliance or the amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, shall be resolved in accordance with the FAR clause at 52.233-1, Disputes, as amended by the Library.

**(e) Interest on Discounts Taken Improperly.** An interest penalty shall also be paid automatically by the designated payment office without request from BrightPlanet, if a discount for prompt payment is taken improperly. The interest penalty shall be calculated as described above on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when payment is made to BrightPlanet, if the underpayment is not corrected within 15 days of the expiration of the discount period.

#### **DIRECT PAY ACCOUNTS (G.4).**

##### **Initiating Direct Pay Service (G.4.1).**

**(a) Authorization.** LC/C&L shall issue to BrightPlanet an authorization for each FEDLINK member using BrightPlanet's products or services in the direct pay mode under the LC/FEDLINK BOA. The authorization indicates that the member is authorized to use the LC/FEDLINK BOA during the current fiscal year.

**(b) Purchase Order from Member.** Members shall sign the DQM Subscription Agreement and issue a local purchase order through LC/Contracts Services to BrightPlanet for all orders over \$100,000. All orders up to \$100,000 shall be sent directly to BrightPlanet. The purchase order shall reference the LC/FEDLINK BOA number and the member's FEDLINK ID and shall indicate purchase order funding level. For all orders over \$100,000, LC/Contracts

Services will forward the member's purchase order to BrightPlanet through FFO by LC/Contracts Services concurrent with the issuance of the LC/FEDLINK authorization. For orders under \$100,000, members shall send purchase orders directly to BrightPlanet after the LC/FEDLINK authorization is issued. Orders sent to vendor shall not exceed \$100,000. Purchase order modifications for orders exceeding \$100,000 shall be forwarded to BrightPlanet through LC/Contracts Services.

**(c) Beginning Use.** BrightPlanet shall not begin, renew, or convert to the LC/FEDLINK BOA any product or service for any FEDLINK member until an LC authorization and local purchase order for that member for that product or service for the current fiscal year has been received. BrightPlanet shall contact the member to begin use of the product or service immediately upon receiving and accepting the member's purchase order and LC authorization. Subsequently, BrightPlanet shall invoice the member directly against the local purchase order.

**(d) Member Identification.** After receiving the LC authorization and local purchase order, all BrightPlanet correspondence with FEDLINK regarding the member shall identify the member by the FEDLINK ID and control number as indicated on LC authorization.

#### **Invoice Payment for Direct Pay Customers (G.4.2).**

BrightPlanet shall invoice members directly against their local purchase orders. LC/FEDLINK shall not process invoices for Direct Pay customers.

#### **FEDLINK SERVICES TO BRIGHTPLANET (G.5)**

##### **Publicity (G.5.1).**

LC/FEDLINK shall inform FEDLINK members about the services available under the program. Currently, the FLICC/FEDLINK World Wide Web site has a section devoted to services available to FEDLINK that includes brief descriptions of the products and services offered by FEDLINK vendors, vendor contact information, and active links to vendor e-mail and websites. BrightPlanet is invited to submit its contact and link information for inclusion in this web-based FEDLINK services catalog.

##### **Mailing Lists (G.5.2).**

A mailing list of FEDLINK members can be provided to BrightPlanet upon written request to the address below. BrightPlanet shall pay for costs associated with providing the FEDLINK mailing list.

The Library of Congress  
Chief, Office Systems Services  
Madison Bldg, Rm 612  
101 Independence Ave., SE  
Washington, DC 20540-9440

## Section H

### Special Contract Requirements

#### **QUARTERLY SUMMARY OF ALL USER ACTIVITY (H.2.1).**

BrightPlanet shall submit quarterly a Summary Report as attached in Section J. The Summary Report shall include the following information:

- Reporting period - fiscal year, months
- Agency name
- IAG number
- FEDLINK ID
- Current quarterly dollars expended for each customer
- Fiscal year cumulative dollars expended
- Payment option - transfer or direct

To facilitate FEDLINK reporting of usage, the report shall be sorted according to payment option (direct and transfer), then by customer. This report shall be sent to the Contracts and Logistics Office within thirty (30) calendar days after the end of the particular reporting fiscal year quarter.

**USE OF LIBRARY OF CONGRESS NAME OR CONTRACTUAL RELATIONSHIP IN ADVERTISING (H.3).** BrightPlanet agrees not to refer to awards from or contracts with the Library in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the Library or superior to other products or services. BrightPlanet also agrees not to distribute or release any information which states or implies that the Library endorses, uses, or distributes BrightPlanet's products or services.

#### **NEWS RELEASES (H.4).**

News releases pertaining to this BOA shall not be made without Library approval, as appropriate, and then only upon written approval received from the contracting officer.

#### **TECHNOLOGY REFRESHMENT (H.5).**

After award of the BOA, the Government may solicit independent technology improvements to the specifications or other requirements of the contract. These changes may be proposed to save money, to improve performance, to save energy, to satisfy increased data processing requirements, or for any other purpose which presents a technological advantage to the Government. If the proposed changes are acceptable to both parties, BrightPlanet shall submit a proposal to the LC contracting officer for evaluation within 30 days unless an alternative time is mutually agreed to by both parties. Those proposed technology improvements that are acceptable to the Government will be processed as modifications to the contract, subject to the availability of funds.

## Section I

### Contract Clauses

#### **CLAUSES INCORPORATED BY REFERENCE (FEB 1998) (I.1.) (FAR 52.252-2)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:  
<http://www.arinet.gov/far>

**(End of Clause)**

**I.2. NOTICE:** The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

#### **FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES**

<b>NUMBER</b>	<b>DATE</b>	<b>TITLE</b>
52.202-1	MAY 2001	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	JUL 1995	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY.
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-11	APR 1991	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.203-12	JUN 1997	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS.
52.209-6	JUL 1995	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT.
52.213-2	APR 1984	INVOICES
52.214-34	APR 1991	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE.
52.214-35	APR 1991	SUBMISSION OF OFFERS IN U.S. CURRENCY.
52.215-8	OCT 1997	ORDER OF PRECEDENCE - UNIFORM CONTRACT



		FORMAT.
52.215-14	OCT 1997	INTEGRITY OF UNIT PRICES
52.222-21	FEB 1999	PROHIBITION OF SEGREGATED FACILITIES
52.222-26	FEB 1999	EQUAL OPPORTUNITY
52.222-35	APR 1998	AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	JAN 1999	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA.
52.223-6	MAY 2001	DRUG-FREE WORKPLACE
52.223-14	OCT 2000	TOXIC CHEMICAL RELEASE REPORTING.
52.227-2	AUG 1996	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.229-3	JAN 1991	FEDERAL, STATE, AND LOCAL TAXES
52.229-4	JAN 1991	FEDERAL, STATE, AND LOCAL TAXES (NONCOMPETITIVE CONTRACT)
52.229-5	APR 1984	TAXES -- CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO
52.230-2	APR 1998	COST ACCOUNTING STANDARDS
52.232-1	APR 1984	PAYMENTS
52.232-8	MAY 1997	DISCOUNTS FOR PROMPT PAYMENT
52.232-11	APR 1984	EXTRAS
52.232-18	APR 1984	AVAILABILITY OF FUNDS
52.232-19	APR 1984	AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-34	MAY 1999	PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN CENTRAL CONTRACTOR REGISTRATION.
52.233-3	AUG 1996	PROTEST AFTER AWARD
52.242-13	JUL 1995	BANKRUPTCY
52.243-1	AUG 1987	CHANGES -- FIXED-PRICE
52.243-7	APR 1984	NOTIFICATION OF CHANGES
52.249-2	SEP 1996	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE)
52.249-4	APR 1984	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES)(SHORT FORM)
52.249-8	APR 1984	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

(End of Clause)

**FAR 52.215-2 AUDIT AND RECORDS--NEGOTIATION. (AUG 1996) (I.3)**

**-- As Modified by the Library of Congress (SEP 1996)**

(a) As used in this clause, records includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(b) Examination of costs. If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.

(c) Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to--

- (1) The proposal for the contract, subcontract, or modification;
- (2) The discussions conducted on the proposal(s), including those related to negotiating;
- (3) Pricing of the contract, subcontract, or modification; or
- (4) Performance of the contract, subcontract or modification.

(d) The Librarian of Congress, and the Comptroller General--

(1) The Librarian of Congress, or an authorized representative of the Librarian of Congress and the Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder.

(2) This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Reports. If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating (1) the effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports and (2) the data reported.

(f) Availability. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), (d), and (e) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition--

- (1) If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement; and
- (2) Records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(g) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (a), in all subcontracts under this contract that exceed the simplified acquisition threshold in FAR Part 13, and--

- (1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-re-determinable type or any combination of these;
- (2) For which cost or pricing data are required; or
- (3) That require the subcontractor to furnish reports as discussed in paragraph (e) of this clause.

The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

**(End of Clause)**

**FAR 52.222-3 CONVICT LABOR -- As Modified by the Library of Congress (AUG 1996)**  
**(I.4)**

BrightPlanet agrees not to employ any person undergoing sentence of imprisonment in performing this contract.

**(End of Clause)**

**FAR 52.232-25 PROMPT PAYMENT — As Modified by the Library of Congress**  
**(MAY 1997) (I.5)**

Notwithstanding any other payment clause in this agreement, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified.

(a) Invoice Payment.

- (1) For purposes of this clause, "invoice payment" means a Government disbursement of monies to a contractor under a contract or other authorization for supplies or services

accepted by the Government. This includes payments for partial deliveries that have been accepted by the Government and final costs or fee payments where amounts owed have been settled between the Government and the contractor.

(2) The due date for making invoice payments by the designated payment office shall be the later of the following two events:

(i) The 30th day after the designated billing office has received proper invoice from the contractor.

(ii) The 30th day after Government acceptance of supplies delivered or services performed by the contractor. On a final invoice where the payment amount is subject to contract settlement actions, acceptance must be deemed to have occurred on the effective date of the contract settlement. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30th day after the date the contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or contractor compliance with contract requirements.

(3) An invoice is the contractor's bill or written request for payment under the contract for supplies delivered or services performed. An invoice shall be prepared and submitted to the designated billing office specified in the contract. A proper invoice must include the applicable items listed in subdivisions (a)(3)(i) through (a)(3)(xiii) of this clause. If the invoice does not comply with these requirements, then the contractor will be notified of the defect within 15 days after receipt of the invoice at the designated billing office. Untimely notification by the Government will be taken into account in the computation of any interest penalty owed the contractor in the manner described in subparagraph (a)(5) of this clause.

(i) Name and address of BrightPlanet.

(ii) Invoice date.

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number, if possible).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Delivery and payment terms (e.g., date of delivery, prompt payment discount terms).

(vi) Name and address of Contractor's official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name, title, phone number, and mailing address of person to be notified in event of defective invoice.

(viii) Any other information or documentation required by other requirements of the contract (such as evidence of shipment).

(ix) For each user of BrightPlanet's products prepaid by the Library of Congress/FEDLINK under a fiscal year contract, BrightPlanet shall provide to FEDLINK not less than one (1) original and one (1) copy of each summary invoice and not less than one (1) original and one (1) copy of each detailed usage report.

(x) For each FEDLINK transfer pay user of a non-prepaid service, BrightPlanet shall provide to FEDLINK not less than one (1) original and one (1) copy of each summary invoice and not less than one (1) original and one (1) copy of each detailed usage report in support of the invoice.

(xi) FEDLINK reserves the right to reject upon receipt and to return to BrightPlanet invoices with insufficient copies as specified in subdivisions (a)(3)(ix) and (a)(3)(x) above.

(xii) All invoices, except summary invoices, and all detailed usage reports must indicate the Basic Ordering Agreement, delivery order/contract number, user's name, address, and four character FEDLINK identification code as provided to BrightPlanet in the official delivery order from the Library of Congress Contracts and Logistics Service. FEDLINK reserves the right to reject upon receipt and to return to BrightPlanet invoices with insufficient identification.

(xiii) BrightPlanet shall issue separate statements for all accrued credit on an individual user's account and shall indicate on the credit statement the relevant invoice number(s) as well as the user's name and FEDLINK identification code.

(4) An Interest penalty shall be paid automatically by the Government, without request from the contractor, if the conditions listed in subdivisions (a)(4)(i) through (a)(4)(iv) of this clause are met, if applicable. An interest penalty shall not be paid on contracts awarded to foreign vendors outside the United States for work performed outside the United States.

(i) A proper invoice was received by the designated billing office.

(ii) A receiving report or other Government documentation authorizing payment was processed and there was no disagreement over quantity, quality, or contractor compliance with any contract term or condition.

(iii) In the case of final invoice for any balance of funds due the contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the contractor.

(iv) Payment is made to the business concern more than 15 days after the due date.

(5) The interest penalty shall be at the rate established by the Secretary of the Treasury under section 12 of the Contract Disputes Act of 1978 (41 USC 611) that is in effect on the day after the due date, except where the interest penalty is prescribed by other

governmental authority. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the invoice payment amount approved by the Government and shall be compounded in 30-day increments through the payment date, with the first 30-day period beginning the first day after the due date. That is, interest accrued at the end of any 30-day period will be added to the approved invoice payment amount and be subject to interest penalties if not paid in the succeeding 30-day period. If the designated billing office failed to notify the contractor of a defective invoice within the periods prescribed in subparagraph (a)(3) of this clause, then the due date on the corrected invoice will be adjusted by subtracting the number of days taken beyond the prescribed notification of defects period set out in subparagraph (a)(3) of this clause. Any interest penalty owed the contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties, if requested by the contractor.

(i) For the sole purpose of computing an interest penalty that might be due the contractor, Government acceptance shall be deemed to have occurred constructively on the 15th day (unless otherwise specified in the agreement) after the contractor delivered the supplies or performed the services in accordance with the terms and conditions of the agreement, unless there is a disagreement over quantity, quality, or contractor compliance with a contract provision. In the event that actual acceptance occurs within the constructive acceptance period, the determination of an interest penalty shall be based on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government official to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The following periods of time will not be included in the determination of an interest penalty:

(A) The period taken to notify the contractor of defects in invoices submitted to the Government, but this shall not exceed 15 days.

(B) The period between the defects notice and resubmission of the corrected invoice by the contractor.

(iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the FAR clause at 52.233-1, Disputes, or for more than one year. Interest penalties of less than \$1.00 need not be paid.

(iv) Interest penalties are not required on payment delays due to disagreement between the Government and contractor over the payment amount or other issues involving contract compliance or the amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the FAR clause at 52.233-1, Disputes, as amended by the Library.

(6) An interest penalty shall also be paid automatically by the designated payment office without request from the contractor, if a discount for prompt payment is taken

improperly. The interest penalty will be calculated as described in subparagraph (a)(5) above on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when payment is made to the contractor, if the underpayment is not corrected within 15 days of the expiration of the discount period.

(b) Contract Financing Payments.

(1) For purposes of this clause, "contract financing payment" means a Government disbursement of monies to a Contractor under a contract clause or other authorization prior to acceptance of supplies or services by the Government.

(2) For contracts that provide for contract financing, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the 30th day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment on this date.

(3) For advance payments, loans, or other arrangements that do not involve recurrent submissions of contract financing requests, payment shall be made in accordance with the corresponding contract terms or as directed by the Contracting Officer.

(4) Contract financing payments shall not be assessed an interest penalty for payment delays.

**(End of Clause)**

**FAR 52.233-1 DISPUTES (OCT 1995)--As Modified by the Library of Congress (NOV 1996) (I.6)**

(a) This contract is not subject to the Contract Disputes Act of 1978, as amended (41 U.S.C.601-613).

(b) All disputes arising under or relating to this contract shall be resolved under this clause.

(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under this clause until certified as required by subparagraph (d)(2) below. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under this clause. The submission may be converted to

a claim under this clause if it is disputed either as to liability or amount, or is not acted upon in a reasonable time, by complying with the submission and certification requirements of this clause.

(d) (1) A claim by the Contractor shall be made in writing and unless otherwise stated in this contract submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2) (i) Contractors shall provide the certification specified in subparagraph (d)(2)(iii) of this clause when submitting any claim -

(A) Exceeding \$100,000; or

(B) Regardless of the amount claimed, when using -

(1) Arbitration conducted pursuant to 5 U.S.C. 575-580; or

(2) Any other alternative means of dispute resolution (ADR) technique that the agency elects to handle in accordance with the Administrative Dispute Resolution Act (ADRA).

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals to the Acting Head of Contracts Services who will serve as the Hearing Officer to review the decision.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use ADR. If the Contractor refuses an offer for alternative dispute resolution, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the request. When using arbitration pursuant to 5 U.S.C. 575-580, or when using any other ADR technique that the agency elects to handle in accordance with the ADRA, any claim, regardless of amount, shall be accompanied by the certification described in subparagraph (d)(2)(iii) of this clause, and executed in accordance with subparagraph (d)(3) of this clause.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date the



Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

**(End of Clause)**

## Section J

### Attachments

**Attachment 1 (J.1)** as referenced in Section C.2.3.B.

**LC/FEDLINK  
SUBSCRIPTION SERVICES AGREEMENT FOR  
DEEP QUERY MANAGER**

**THIS AGREEMENT** is between \_\_\_\_\_ **"Subscriber"**, a member of the Library of Congress (LC) FEDLINK program, and BrightPlanet Corporation, **"Provider"**, a firm incorporated in the state of Delaware operating at 3500 South Phillips Avenue, Sioux Falls, South Dakota.

**IN CONSIDERATION OF** the mutual promises set forth below, Provider and Subscriber agree as follows:

**1. Definitions.**

- a. **"Authorized site"** means Subscriber's work site, and includes remote locations.
- b. **"Authorized user"** means all full and part-time employees of Subscriber, including those at remote locations, contractors working within the scope of their employment for Subscriber, and Subscriber's agents, students, patrons, and the following:  
\_\_\_\_\_.
- c. The **"Subscription Service"** means the provided content aggregation subscription service named Deep Query Manager (or "DQM").

**2. Scope.** Provider hereby grants to Subscriber the right to use the Subscription Service in accordance with the terms and conditions of this Agreement. Provider represents and warrants that it has the right to grant this Agreement and that use of the Subscription Service in accordance with the terms of this Agreement will not infringe the intellectual property or other rights of any third party. The copyright and other proprietary rights in the Subscription Service remain the sole and exclusive property of the Provider or third-party owner, as appropriate. The Subscription Service is intended and authorized for use only at the authorized site and only by authorized users. Subscriber shall use reasonable efforts to protect the Subscription Service from being copied and from any other use that is not permitted under this Agreement. No part of this Subscription Service may be duplicated in hardcopy or machine-readable form without prior written authorization from Provider, except as provided below.

- a. **Authorized Use:** Subscriber agrees to allow use only up to a maximum number of \_\_\_\_\_ users as authorized by this Subscriber. Subscriber agrees that Subscriber will not permit the Subscription Service to be used either directly or indirectly by Subscriber's customers or any other person or entity through a timesharing service, service bureau management, or other

multi-user or multi-site arrangements. Subscriber also agrees that Subscriber will not permit each authorized user of the Subscription Service to share the password assigned to that authorized user with other individuals, organizations, or entities.

b. **Transfer of Subscription Service.** This Agreement to use this BrightPlanet Subscription Service is granted to the Subscriber only.

c. **Redistribution and Interlibrary Loan.** Subscriber is granted permission to reproduce limited portions of the Subscription Service and to redistribute the results of searches among the permitted class of users, and to perform interlibrary loan of materials from the Subscription Service in accordance with U.S. copyright law and the Commission on New Technical Uses (CONTU) guidelines, which shall apply to both analog and digital copying and redistribution.

d. **Updates.** Subscriber will receive whatever updates to the Subscription Service that are provided during the one-year period of this Agreement and thereafter, if the Agreement is extended.

e. **Subscription Service Fees:** The Subscription Service fee amount shall be determined pursuant to **Section B – Price List** attached in Volume 1 of the Proposal. Subscription Service fees for the term of this Agreement are payable in advance. Initial customer training is provided within the parameters outlined in the attachment: **Section B – Price List**. Each account is subject to a Disk Space Storage Limit also outlined in the attachment: **Section B – Price List**.

g. **Training and Customer Support:** Initial customer training is provided for all users for which user accounts have been ordered and paid. The amount of training provided and fee amounts for additional training are stated in the attachment: **Section B – Price List**.

f. **Disposition of Data and Subscription Service.** Within ten (10) days after the termination of this Agreement, whether by expiration of its term or pursuant to a specific provision, Provider shall erase the Subscriber's data and account access rights from all applicable Provider servers, except as provided below under Archival Copy.

g. **Archival Copy.** Upon termination of this Agreement, Provider may retain one copy of any CD-ROM, diskette or other fixed media of Subscriber's data for archival purposes. This archival copy does not entitle the Subscriber to any updates of the material.

h. **Specific Performance.** In the event of a breach of either of the preceding two provisions, Provider shall be entitled to specific performance of those provisions, in addition to any other rights and remedies to which it is entitled.

i. **Additional Rights/Restrictions.** In addition to the above, authorized users may/may not:

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### 3. PROFESSIONAL SERVICES.

BRIGHTPLANET agrees to provide professional and consulting services, related custom applications, and custom modifications which Subscriber authorizes from time to time by the placement of Work Orders as described below. Professional Services will be furnished by BRIGHTPLANET in accordance with the following terms and conditions:

**(a) Proposal.** Upon the request of Subscriber, BRIGHTPLANET will prepare a Proposal in duplicate containing, among other provisions, a description of the services to be performed and an estimate of the time required, processing charges, and any other related costs. No obligation with respect to Professional Services shall be incurred by either party hereto unless and until a Proposal has been executed in accordance with this Agreement. All accepted Proposals shall be subject to the terms and conditions set forth herein. In the event that any provision(s) contained in a Proposal conflicts with any terms, conditions, or clauses in this Agreement, the provisions of this Agreement shall govern.

**(b) Acceptance by Subscriber.** Subscriber, upon acceptance of BRIGHTPLANET's estimate of charges, shall execute the duplicate Proposal form in the space provided and return both fully executed copies to BRIGHTPLANET. BRIGHTPLANET will return to Subscriber one fully executed copy.

**(c) Changes.** Subscriber may from time to time make changes, in writing, to the scope of work set forth in the Proposal. If any such change causes an increase or decrease in the estimated charges from that originally agreed upon, a new or amended Proposal reflecting the changes will be initiated.

**(d) Ownership.** All executable programs, and all programming documentation relating thereto, including specifications developed by BRIGHTPLANET hereunder shall belong to BRIGHTPLANET, provided that BRIGHTPLANET shall grant Subscriber the right to use such programs as provided in Section 2 of this Agreement. Notwithstanding any provisions of this Agreement, BRIGHTPLANET may utilize freely any and all ideas, concepts, methods, know-how, or techniques related to programming and processing of data discovered or developed by BRIGHTPLANET during the performance of Professional Services.

#### **4. Warranties.**

a. **Online System.** Provider shall use reasonable efforts to provide continuous availability of the online Subscription Service subject to periodic unavailability due to maintenance of the server(s), the installation or testing of Subscription Service, the loading of data and downtime related to equipment or services outside of control of the Provider.

b. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS AGREEMENT, THE SUBSCRIPTION SERVICE IS PROVIDED ON AN AS IS BASIS AND PROVIDER DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

**BRIGHTPLANET WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES ARISING OUT OF THE OPERATION,**

**MAINTENANCE OR SUPPORT OF THE SUBSCRIPTION SERVICE BY BRIGHTPLANET OR SUBSCRIBER'S USE OF THE SUBSCRIPTION SERVICE AND PROFESSIONAL SERVICES PROVIDED, WHETHER OR NOT DUE TO BRIGHTPLANET'S NEGLIGENCE, IN EXCESS OF THE CHARGES PAID TO BRIGHTPLANET UNDER THIS AGREEMENT BY SUBSCRIBER FOR LICENSING AND MAINTAINING THE GIVEN SERVICE TO WHICH THE DAMAGES RELATE.**

**5. Federal Acquisition Regulation.** All of the terms and conditions set forth in this Agreement are governed by the language of the following Federal Acquisition Regulation (FAR) clauses: FAR 52.233-1, Disputes; FAR 52.249-2, Termination for the Convenience of the Government (Fixed-Price); and FAR 52.249-8, Default (Fixed Price Supply and Service). In the event any language in this Agreement conflicts with the FAR clause provisions, the FAR provisions shall govern.

**6. Term.** This Subscription Service shall begin on the date of the last signature on this Agreement or \_\_\_\_\_ and shall be valid until September 30, 2002.

**7. Termination.**

a. Unless provided otherwise in the FAR clauses in this Agreement, in the event that either party believes the other has materially breached any obligations under this Agreement, that party shall so notify the breaching party in writing. The breaching party shall have sixty (60) days from receipt of this notice to cure the alleged breach and to notify the non-breaching party in writing that cure has been effected. If the breach is not cured within the sixty (60) day period, the non-breaching party shall have the right to terminate this Agreement without further notice. Termination will not affect Subscriber's payment obligations to BRIGHTPLANET arising prior to termination.

b. **Basis for Termination by BRIGHTPLANET:** BRIGHTPLANET will also have the right to immediately terminate the right to use the Subscription Service governed by this Agreement if Subscriber is delinquent in making payment of any sum due under this Agreement and continues to be delinquent for a period of thirty (30) days after the last day on which such payment is due. Termination by BRIGHTPLANET of the right to use the Subscription Service does not in any way release the Subscriber from all other obligations of this Agreement that protect the rights of BRIGHTPLANET and the Subscription Service.

**8. SEVERABILITY.** If any provision of this Agreement is held invalid or unenforceable, it shall not affect the other provisions and this Agreement shall be construed in all respects as if such invalid or unenforceable provision had been omitted.

**9. Payments and Interest.** Payments and interest will be in accordance with the terms and conditions of the Basic Ordering Agreement (BOA) and applicable federal law.

**10. Miscellaneous.**

a. **Entire Agreement.** This Agreement contains the entire Agreement of the parties as to herein licensed use of the Subscription Service and supercedes any and all written or oral prior

Agreements and understandings. This Agreement may only be amended or modified in writing and signed by both parties.

b. **Governing Laws.** This Agreement shall be governed and construed in accordance with the federal law. Unless otherwise provided by law, the federal courts of the United States located in South Dakota shall have jurisdiction to hear any dispute under this Agreement.

c. **Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other.

d. **Notices.** Any notice provided in this Agreement shall be sent by personal delivery or by certified mail, postage prepaid, to the other party at its address set forth herein or such other address as shall have been communicated in writing to the other, and shall be effective as of its personal delivery or mailing date, as the case may be. The party sending such notices shall also provide a copy to the Library of Congress Contracts Services, Contracting Officer - FEDLINK, at 101 Independence Avenue, S.E., Washington, DC 20540-9414.

**IN WITNESS WHEREOF,** Provider and Subscriber have caused this Agreement to be executed by their duly authorized representatives as of the date set forth below.

Subscriber:	Provider:
_____	_____
(Signature)	(Signature)
_____	_____
(Name)	(Name)
_____	_____
(Title)	(Title)
_____	_____
(Date)	(Date)

Attachment 2 (J.2) as referenced in Section H.2.1.

**FEDLINK QUARTERLY SUMMARY REPORT**

Vendor's Name: **BrightPlanet Corporation** Library of Congress BOA # \_\_\_\_\_

Address: **3500 South Phillips Avenue, Suite 201** Period of  
Performance: \_\_\_\_\_

**Sioux Falls, SD 57105**

NAME OF AGENCY	INTERAGENCY AGREEMENT NUMBER	FEDLINK I.D.	CURRENT QUARTERLY TOTAL	FISCAL YEAR CUMULATIVE TOTAL	TRANSFER (T) OR DIRECT (D)
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
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_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Prepared by: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

## Section K

### Representations, Certifications, and Other Statements

#### **K.1 (FAR 52.203-2) CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)**

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

***Mr. William Shelander, CEO or***

***Mr. Thane Paulsen, President***

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

**(End of Provision)**



**K2. (FAR 52.203.8) CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY. (JAN 1997)**

a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may--

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which--

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27 (a) or (b) of the Act for the purpose of either--

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsection 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

**(End of Provision)**

**K.3. (FAR 52.204-3) TAXPAYER IDENTIFICATION (OCT 1998)**

**(a) Definitions.**

**"Common parent,"** as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

**"Taxpayer Identification Number (TIN),"** as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other

returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

TIN: 73-1631276

(e) Type of organization.

☒ Corporate entity (not tax-exempt);

(f) Common parent.

☒ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

**(End of Provision)**

**K.4. (FAR 52-204-5) WOMEN-OWNED BUSINESS (MAY 1999)**

(a) Representation. The offeror represents that it ☐ is, ☒ is not a women-owned business concern.

(b) Definition. "Women-owned business concern," as used in this provision, means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

**(End of provision)**

**K.5. (FAR 52.204-6) DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 1999)**

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer.

**(End of provision)**

**K.6. (FAR 209-5) CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (APR 2001)**

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are ☐ are not ☒ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☒, within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; [This language stayed indefinitely. Please use paragraph (a)(1)(i)(D) below.]

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and [This language stayed indefinitely. Please use paragraph (a)(1)(i)(E) below.]

(D) Have ☐ have not ☒, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(E) Are ☐ are not ☒ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(D) of this provision.

(ii)(A) [This paragraph (a)(1)(ii) is stayed indefinitely.] The offeror, aside from the offenses enumerated in paragraphs (a)(1)(i)(A), (B), and (C) of this provision, has ☐

has not [ ] within the past three years, relative to tax, labor and employment, environmental, antitrust, or consumer protection laws--

(1) Been convicted of a Federal or State felony (or has any Federal or State felony indictments currently pending against them); or

(2) Had a Federal court judgment in a civil case brought by the United States rendered against them; or

(3) Had an adverse decision by a Federal administrative law judge, board, or commission indicating a willful violation of law.

(B) If the offeror has responded affirmatively, the offeror shall provide additional information if requested by the Contracting Officer; and

(iii) The Offeror has [ ] has not [ ], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

**(End of provision)**

**K.7. (FAR 52.215-6) PLACE OF PERFORMANCE (OCT 1997)**

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ☒ intends, ☐ does not intend to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance  
(Street Address, City, County,  
State, Zip Code)

Name and Address of Owner  
and Operator of the Plant  
or Facility if Other than  
Offeror or Quoter

NTT/Verio  
8700 Stimmons Freeway, Ste. 211  
Dallas, TX 75247

NTT/Verio

**(End of Provision)**

**K.8. (FAR 52.219-1) SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2001)**

(1) The North American Industry Classification System (NAICS) code for this acquisition is 541800.

(2) The small business size standard is less than 500.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it ☒ is, ☐ is not a small business concern.

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☒ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☒ is not a women-owned small business concern.

(4) [Complete only if the offeror represented itself as a small business concern in

paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☒ is not a veteran-owned small business concern.

(5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

**(End of provision)**

**K.9. (FAR 52.222-22) PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)**

The offeror represents that--

(a) It ☐ has, ☒ has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

**(End of Provision)**

**K.10. (FAR 52.222-25) AFFIRMATIVE ACTION COMPLIANCE (APR 1984)**

The offeror represents that--

- (a) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b) It ☒ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

**(End of Provision)**

**K.11. (FAR 52.223-13) CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)**

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023)

and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: [Check each block that is applicable.]

☒ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☒ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

**(End of provision)**

## **K.12. AUTHORIZED NEGOTIATORS**

The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations: *[list names, titles, and telephone numbers of the authorized negotiators]*.

Mr. William Shelander  
Mr. Thane Paulsen

## **K.13. MOST FAVORED CUSTOMER PRICE**

The Offeror warrants and agrees that the prices charged FEDLINK users under this agreement will not exceed the prices charged by the vendor to its most favored customer for the same item or services in like or comparable quantities; and further agrees, that any payments received for

charges made in excess of prices paid by such most favored customers will be returned to the Government.

**K.14. FACSIMILE NUMBER**

The offeror shall indicate below the telephone number (if applicable) to which the Government may send written communications electronically.

**FAX NUMBER : (605) 336-2305**

**K.15. E-MAIL ADDRESS**

The offeror shall indicate below the e-mail address (if applicable) to which the Government may send communications electronically.

**E-MAIL ADDRESS: [thane@brightplanet.com](mailto:thane@brightplanet.com)**

**K.16. VENDOR SURVEY FORM**

The offeror shall complete and submit the enclosed Library of Congress Vendor Survey Form in accordance with FAR 52.232-34.

**I HEREBY CERTIFY THAT THE RESPONSES TO THE ABOVE REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS ARE ACCURATE AND COMPLETE.**

**SIGNATURE:** \_\_\_\_\_ 

**TITLE:** \_\_\_\_\_ *President*

**DATE:** \_\_\_\_\_ *7/19/02*





# FEDLINK Fiscal Operations FAX TRANSMITTAL SHEET

## FAX Transmittal Cover Sheet

Phone Number: (202) 707-4900

FAX Numbers: (202) 707-~~4999~~ 4955

1 Pages follow cover sheet

9/11/02 Date

TO: SCOTT SAFFIAN

VP Sales - Bright Planet

Fax: 605-336-2305

Phone: \_\_\_\_\_

FROM: Jim Oliver - 202-707-4960

FEDLINK

SUBJECT: Vendor Survey - EFT INFO

COMMENTS: Please complete the following  
Vendor Survey & Fax Back ASAP. To 202-707-4955.  
Any questions, please call me.  
To effect EFT payments.

Charles  
LO

FEDLINK Fiscal Operations  
Accounts Receivable Section  
Library of Congress  
Washington, DC 20540-4935